

Village of Mukwonago
REGULAR PLAN COMMISSION MEETING
Notice of Meeting and Agenda
Tuesday, April 9, 2019

Time: **6:30 p.m.**
Place: **Mukwonago Municipal Building/Board Room, 440 River Crest Court**

1. Call to Order
2. Roll Call
3. Approval of minutes for the March 12, 2019 regular meeting

4. Public Hearings

All persons interested in making comments about any of the public hearing items will be heard. Formal petitions and written comments regarding any of the public hearing items may be submitted tonight. During the public hearing(s), if you wish to be heard, the Plan Commission asks that you begin by stating your name and address, speak for no more than three minutes and attempt to avoid duplication. Each person speaking at the public hearing must sign the Public Hearing Appearance sign-in sheet before speaking. The sign-in sheet is available on the table located at the back of the room.

A. Application for a Planned Unit Development as a Conditional Use for a mixed-use development of residential and business (Business Mixed Use) on about 50 acres approximately 560 feet south of the eastern terminus of Wolf Run and approximately 2,600 feet north of Maple Avenue; applicant Family Ventures of Mukwonago, LLC; MUKV 2013-999-008

5. New Business

Discussion and Possible Action on the Following Items:

A. Consider Recommendation to the Village Board regarding extraterritorial plat review of a 1-Lot Certified Survey Map in the Town of Mukwonago; applicant Jacquelynn Ingham; MUKT 1981-997-002 and MUKT 1984-999-001

B. Review and Discussion for a Planned Unit Development as a Conditional Use for a mixed-use development of residential and business (Business Mixed Use) on about 50 acres approximately 560 feet south of the eastern terminus of Wolf Run and approximately 2,600 feet north of Maple Avenue; applicant Family Ventures of Mukwonago, LLC; MUKV 2013-999-008

C. Consider direction to the Village Planner to forward comments to the Town of Vernon regarding amendments to the Town of Vernon Comprehensive Plan

6. Adjournment

It is possible that members of, and possibly a quorum of, members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information. No action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Please note that, upon reasonable notice, efforts will be made to accommodate the needs of individuals with disabilities through appropriate aids and services. For additional information or to request this service, contact the Clerk's Office, 440 River Crest Court, (262) 363-6420, Option 4.

MINUTES OF THE PLAN COMMISSION MEETING **Tuesday, March 12, 2019**

Call to Order

Chairman Winchowky called the meeting to order at 6:30 p.m. located in the Board Room of the Mukwonago Municipal Building, 440 River Crest Ct.

Roll Call

Commissioners present: Fred Winchowky, Chairman
Jim Decker
Mark Penzkover
John Meiners
Ken Werner
Robert Harley

Commissioner excused: Joe Abruzzo

Also present: Bruce Kaniewski, Planner/Zoning Administrator
John Weidl, Village Administrator
Linda Gourdoux, Deputy Clerk/Treasurer

Minutes

Motion made by Decker/Werner to approve the minutes of the February 12, 2019 regular meeting, carried.

Public Hearings

Conditional Use for Drive-Thru Service Lanes with a Banking Facility on behalf of Educators Credit Union, 100 Chapman Farm Blvd; MUKV 1962-996-002

Public Hearing Open at 6:32 p.m.

Glenn Brisky, Educators Credit Union, made presentation

Martin Choren, Plunkett Raysich Architects, LLP, made presentation

No other public comments.

Public Hearing closed at 6:34 p.m.

New Business

Recommendation to Village Board regarding a Conditional Use for Drive-Thru Service Lanes with a Banking Facility on behalf of Educators Credit Union, 100 Chapman Farm Blvd; MUKV 1962-996-002

Kaniewski gave overview of project

Motion by Penzkover/Werner to Recommend to Village Board regarding a Conditional Use for Drive-Thru Service Lanes with a Banking Facility on behalf of Educators Credit Union, 100 Chapman Farm Blvd; MUKV 1962-996-002, subject to Village Planner recommendations listed in his letter dated March 5, 2019 as listed below, carried.

1. The proposed use is consistent with the intent of the B-3, Community Business.
2. The proposed use is consistent with the variety of other retail and service business uses within northside commercial/business area of the Village of Mukwonago.
3. The proposed use is found to be not hazardous, harmful, offensive or adverse to environment or value of the neighborhood or community.
4. The proposed use is found to be properly designed.

Village Planner further recommends the following conditions be placed with approval of the Conditional Use:

1. The on-going operation of the Conditional Use for drive-through financial transaction lanes for Educators Credit Union shall be consistent with the written information and plans submitted by the applicant along with statements made at the public hearing by the applicant or by others on behalf of the applicant.
2. Any future expansions or changes to the plan of operation as presented shall gain a new or amended Conditional Use approval.
3. The property shall be maintained in a clean and presentable condition always. No debris shall accumulate on the site.
4. This Conditional Use approval shall not be transferred within the subject property to another Conditional Use category without submittal and approval for a new Conditional Use.
5. If this Conditional Use remains in good standing, this Conditional Use may be transferred ownership without gaining a new Conditional Use.
6. Prior to issuance of the first building permit for the use, applicant shall pay all required charges and fees to the Village. In addition, any other charges and fees accrued during construction shall be paid before issuance of an occupancy permit.
7. Applicant and/or property owner shall be responsible for enforcement of all requirements of this Conditional Use approval. If not enforced by property owner, the property owner will be responsible for compliance and financial penalties as allowed by municipal code.

Recommendation to Village Board regarding Site Plan and Architectural Review for a Banking Facility on behalf of Educators Credit Union, 100 Chapman Farm Blvd; MUKV 1962-996-002

Kaniewski gave overview of project

Motion by Penzkover/Werner to Recommend to Village Board regarding Site Plan and Architectural Review for a Banking Facility on behalf of Educators Credit Union, 100 Chapman Farm Blvd; MUKV 1962-996-002, subject to Village Planner recommendations listed in his letter dated March 5, 2019 as listed below, carried

1. Site Plan and Architectural Review approval for the new Educators Credit Union facility, shall be subject to all plans and information submitted for the application by the applicant, Plunkett Raysich Architects, LLP, and Classical Gardens, with all plans and information on file in the office of the Zoning Administrator. The plans may be further modified to conform to other conditions of approval; the building and floor plans may be modified with the approval of the Zoning Administrator and Supervisor of Inspections to conform to Building and Fire Safety Codes and all plans

- may be further modified to conform to Village design standards. However, the basic layout and design of the site shall remain unchanged.
2. Prior to the start of any site construction or issuance of a building permit, whichever occurs first, the following shall occur:
 - a. All final site development plans shall be consistent with the plans noted in Condition No. 1 or as modified.
 - b. Approval of the site construction and building plans by the Fire Chief, which may include, but are not limited to, Knox box and notification requirement, internal fire suppression, external fire department connection location and hydrant locations.
 - c. Approval of building plans by the Building Inspector after receipt of approval of building plans by the State of Wisconsin.
 - d. The Village Engineer, the Utilities Director and the Public Works Director shall approve all site engineering and utility plans and documents, including a complete Erosion Control Plan.
 - e. Approval of building plans shall include appropriate locations of the external mechanical equipment to be placed hidden from view from neighboring properties, as approved by the Zoning Administrator.
 3. Prior to temporary occupancy issuance, and if needed prior to final occupancy permit, the following shall occur:
 - a. Completion of all site grading in accordance with submitted and approved plans.
 - b. Completion of the storm water management basin for the overall four lot development.
 - c. Completion of the building in accordance with approved plans and all applicable codes.
 - d. Completion of paving of driveways and parking lots, including parking space pavement markings and all other pavement markings.
 4. Prior to final occupancy permit, which shall be issued no later than 120 days after any temporary occupancy permit, the following shall occur:
 - a. Completion of all items required in Condition No. 3.
 - b. Installation of all site landscaping as shown on approved plans.

Recommendation to the Village Board regarding Architectural Review for amendment to previously approved exterior colors on behalf of Triple Crown, 102 W Boxhorn Dr; #A480500001

Motion by Harley/Decker to Recommend to the Village Board Approval of the Architectural Review for Amendment to Previously Approved Exterior Colors on Behalf of Triple Crown, 102 W Boxhorn Dr; #A480500001, carried

Conceptual Review of Proposal to Amend the Village Comprehensive Plan and Rezone to Construct Condominium Residential Units on behalf of Jeff & Tammy Tekaver, approximately 1101 Eagle Lake Ave (CTH LO); MUKV 1979-991 and MUKV 1979-992

Kaniewski gave overview of project.

Greg Petrauski gave detailed overview of project

The Plan Commission provided a favorable review of the proposal.

Conceptual Review of Proposal to Amend the Village Comprehensive Plan to Allow Business Mixed Use Overlay to Construct Senior Housing with Retail Components on Behalf of Greg Petrauski, approximately 255 E Wolf Run; MUKV 2013-995-007

Kaniewski gave overview of project.

Greg Petruski gave detailed overview of project

The Plan Commission provided a favorable review of the proposal

Adjournment

Meeting adjourned at 7:38 p.m.

Respectfully Submitted,

Linda Gourdoux
Deputy Clerk/Treasurer

DRAFT



Village of Mukwonago

Office of the Village Planner

440 River Crest Court, Mukwonago, Wisconsin 53149
(262) 363-6420 x.2111

www.villageofmukwonago.com
planner@villageofmukwonago.com

April 3, 2019

Fred Winchowky, Village President
Village of Mukwonago
440 River Crest Court
Mukwonago, WI 53149

Re: Extraterritorial Certified Survey Map
Robert and Melissa Sund

Dear President Winchowky and Members of the Plan Commission:

Jacquelynn Ingham has submitted a Certified Survey Map (CSM) within the Town of Mukwonago on behalf of property owners Robert and Melissa Sund. The 20-acre property is along the north side of CTH LO, about one mile west of the Village corporate boundary, meaning that pursuant to state law the Village has an opportunity to review the CSM under extraterritorial plat review authority. The property is outside the ultimate Village boundary pursuant to the Town-Village boundary agreement.

The purpose of the CSM is to combine two lots into one larger buildable lot. A parallel review process is occurring with the Town of Mukwonago.

Recommendation

State law allows the Village to review the CSM to ensure compliance with the Village Comprehensive Plan. The Village Comprehensive Plan designates the properties as Agriculture/Large Lot Single-Family with lot sizes of 37,500 square feet and above. Therefore, as the proposed CSM conforms to the comprehensive plan, I recommend approval with the following conditions:

1. Prior to Village signature placement on the Certified Survey Map, the spelling of the Village President name shall be corrected, and the clerk's signature shall be listed as Judy A. Taubert, Village Clerk/Treasurer.
2. Prior to Village signature placement on the Certified Survey Map, the Town of Mukwonago shall provide the Village Planner with documentation of Town approval.

If any questions arise, please feel free to contact me.

Sincerely,

Bruce S. Kaniewski, AICP
Village Planner/Zoning Administrator



Distinctive Designs, Superior
Craftsmanship.

Jacquelynn Ingham

Victory Companies of Wisconsin
N118W18531 Bunsen Drive
Germantown, WI 53022

Bruce Kaniewski

Village of Mukwonago Planner
440 River Crest Court
Mukwonago, WI 53149

Village of Mukwonago,

27th, March 2019

We are applying for a CSM on behalf of our Client/Customer Rob and Melissa Sund. The Sund's have purchase both lots and are hoping to build their dream home. In order to ensure this, we need to have the two lots combined. The county has already approved the driveway entrance point and the Town of Mukwonago is reviewing the CSM as well. We will have their determination prior to the villages April 9th meeting.

We ask that you please approve this application so that we can move forward in building this family their new home.

Sincerely,

Jacquelynn Ingham

Permitting Coordinator

Victory Companies of Wisconsin

Phone: 262-252-7100

E-mail:

Jacquelynn.ingham@victorycompaniesofwisconsin.com

CERTIFIED SURVEY MAP NO.

BEING A PART OF THE SW 1/4 OF THE NE 1/4
AND THE NW 1/4 OF THE SE 1/4
OF SEC. 28 T.5N., R.18E.,
IN THE TOWN OF MUKWONAGO, WAUKESHA COUNTY, WISCONSIN

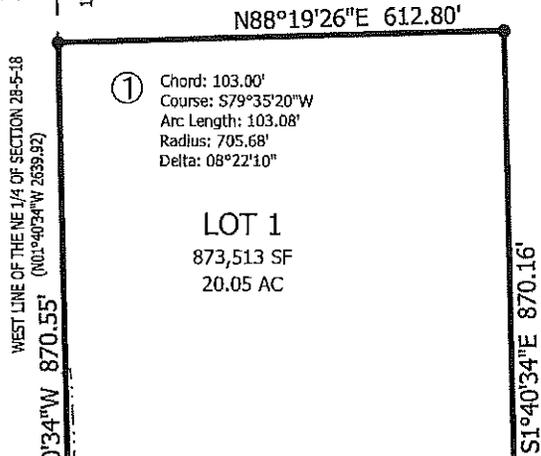
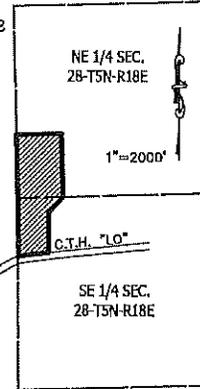
SURVEYOR:
KEITH A. KINDRED, PLS S-2082
SEH

501 MAPLE AVE
DELAFIELD, WI 53018
(414) 949-8919
KKINDRED@SEHINC.COM

SURVEY FOR:
ROBERT & MELISSA SUND
W316S8950 WIGWAM DR
MUKWONAGO, WI, 53149

UNPLATTED LANDS

BRASS MON. FND.
N 1/4 CORNER
SEC. 28-05-18
N-321,963.29
E-2,435,541.64



BEARINGS ARE REFERENCED TO THE
WISCONSIN STATE PLANE COORDINATE
SYSTEM, SOUTH ZONE (NAD 1927)
GRID NORTH ON THE WEST LINE OF
THE NE 1/4 OF SECTION 28-5-18 AS
ND1°40'34\"/>

BRASS MON. FND
CENTER OF SEC.
SEC. 28-05-18
N-319,324.66
E-2,435,618.85

BRASS MON. FND
E 1/4 CORNER
SEC. 28-05-18
N-319,403.96
E-2,438,271.09

① Chord: 103.00'
Course: S79°35'20\"/>

- LEGEND**
- - CONC. MON. W/ BRASS CAP FND.
 - - 1\"/>

NOTE: STATE DESIGNATED GROUNDWATER
MANAGEMENT AREA



SEH
PHONE: 414.949.8962
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

PROJECT NO. VICCO_149710

THIS INSTRUMENT DRAFTED BY PETER A. TUFTEE

SHEET 1 OF 5

CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE SW 1/4 OF THE NE 1/4
AND THE NW 1/4 OF THE SE 1/4
OF SEC. 28 T.5N., R.18E.,
IN THE TOWN OF MUKWONAGO, WAUKESHA COUNTY, WISCONSIN

OWNER'S CERTIFICATE:

As owners, I hereby certify that we caused that land described on this Certified Survey Map to be surveyed, mapped as represented on the Certified Survey Map. I also certify that this Certified Survey Map is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

- 1) Town of Mukwonago
- 2) Village of Mukwanago

WITNESS the hand and seal of said owner this _____ day of _____
In Presence of:

Robert G. Sund

Melissa C. Sund

STATE OF WISCONSIN)

_____ COUNTY) SS

Personally come before me this _____ day of _____, 20_____, the
above named Robert and Melissa Sund to me known to be the same persons who executed the foregoing
instrument and acknowledged the same.

Notary Public

_____ County, Wisconsin

My Commission Expires _____



MARCH 26, 2019



PHONE: 414.949.8962
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE SW 1/4 OF THE NE 1/4
AND THE NW 1/4 OF THE SE 1/4
OF SEC. 28 T.5N., R.18E.,
IN THE TOWN OF MUKWONAGO, WAUKESHA COUNTY, WISCONSIN

CONSENT OF CORPORATE MORTGAGEE:

_____, a corporation duly organized and existing under and by virtue of the laws of the State of _____ mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this plat, and does hereby consent to the above certificate of Robert G. and Melissa C. Sund, Owners.

IN WITNESS WHEREOF, said _____ has caused these presents to be signed by _____, its _____, and countersigned by _____, its _____ at _____, _____, and its corporate seal to be hereunto affixed this _____ day of _____, 20 _____.

STATE OF _____)
_____ COUNTY) SS)

Personally came before me this _____ day of _____, 20 _____, the above named _____, _____ and _____ of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such _____ and _____ of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(Notary Seal) _____

Notary Public, _____

My commission expires _____.



MARCH 26, 2019

 PHONE: 414.949.8962
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com
PROJECT NO. VCCO_149710

Village of Mukwonago
440 River Crest Court, P.O. Box 206
Mukwonago, WI 53149
Phone: (262) 363-6420
Fax: (262) 363-6425
www.villageofmukwonago.com

VILLAGE OF MUKWONAGO

EXTRATERRITORIAL REVIEW APPLICATION

Application Fee: \$200

Date Submitted: 03/27/2019

TYPE OF SUBMITTAL

(Please check one)

- Certified Survey Map
 Preliminary Plat
 Final Plat
 Other: _____

CONTACTS

Zoning and Planning Department

Contact: Bruce Kaniewski
Phone: (414) 339-4105
Fax: (262) 363-6425
Email: planner@villageofmukwonago.com

GUIDELINES

The undersigned petition is to consider a request, as stated herein, for the specified parcel(s) of land and will be reviewed by the Plan Commission and Village Board of the Village of Mukwonago. The application packet must be filed with the Village Clerk **at least 30 days prior** to the meeting of the Planning Commission at which action is desired.

Materials listed below must be provided to the Village of Mukwonago in accordance with Village Municipal Code Chapter 45 Article IV and other pertinent sections of Village ordinances, WI Stats. 236.34, and, as necessary, to permit review that is consistent with proper planning practice. The Village will strive to accommodate reasonable requests for informal preliminary staff review, however the Village shall not place any items on the agenda for Plan Commission consideration until such time as the application is complete in accordance with all requirements specified on this and other attached application forms.

Mail completed applications to: Village Planner
ATTN: Extraterritorial Review
PO Box 206
Mukwonago, WI 53149
Deliver to: Village Clerk's Office
440 River Crest Court
Email to: planner@villageofmukwonago.com

Complete, accurate and specific information must be entered. Please Print.

APPLICANT INFORMATION (Full Legal Name)

Name: Jacquelynn Ingham
Company: Victory Companies of Wisconsin
Address: N118W18531 Bunsen Drive City: Germentown State: WI Zip: 53022
Daytime Phone: 262-252-7100 Fax: 262-252-7109
E-Mail: jacquelynn.ingham@victorycompaniesofwisconsin.com

APPLICANT IS REPRESENTED BY (Full Legal Name)

Name: _____
Company: _____
Address: _____ City: _____ State: ____ Zip: ____
Daytime Phone: _____ Fax: _____
E-Mail: _____

ARCHITECT

Name: _____
Company: _____
Address: _____ City: _____ State: ____ Zip: ____
Daytime Phone: _____ Fax: _____
E-Mail: _____

PROFESSIONAL ENGINEER

Name: _____
Company: _____
Address: _____ City: _____ State: ____ Zip: ____
Daytime Phone: _____ Fax: _____
E-Mail: _____

REGISTERED SURVEYOR

Name: Keith A. Kindred
Company: SEH
Address: 501 Maple Avenue City: Delafield State: WI Zip: 53018
Daytime Phone: 414-849-8956 Fax: _____
E-Mail: _____

CONTRACTOR

Name: Victory Companies of Wisconsin
Company: Victory Companies of Wisconsin
Address: N118W18531 Bunsen Drive City: Germanstown State: WI Zip: 53022
Daytime Phone: 262-252-7100 Fax: 262-252-7109
E-Mail: _____

PROPERTY AND PROJECT INFORMATION

Property Owner (s) (if different from applicant): Rob and Melissa Sund
Address: W315S8950 Wigwam Drive City: Mukwonago State: WI Zip: 53149
Daytime Phone: 262-271-7810 Fax: _____
E-Mail: melissacat07@gmail.com
Location/Address: 19 Acre Parcel off LO
Present Zoning: _____ Tax Key No(s): _____
Name of Town Property is Located In: Town of Mukwonago
Town Official Contact Name: Tim Schwecke
Town Official Phone #: 920-728-2814 Email: tim.schwecke@civitekconsulting.com
Present Use: Vacant Land Intended Use: Single Family Dwelling

PROCEDURAL CHECKLIST FOR EXTRATERRITORIAL REVIEW AND APPROVAL

The application packet must be filed with the Village Clerk **at least 30 days prior** to the meeting of the Planning Commission at which action is desired.

Certified Survey Maps shall be prepared as provided in § 236.34 (1m) (c) Wis. Stats. and Article IV of the Land Division Ordinance. Submittals for review must include and be accompanied by the following:

Application:

- Completed application form including the procedural checklist.
- Application fee: \$200
- Agreement for Reimbursable Services (separate application).

Other Documents:

- Project Summary: Please attach a statement detailing the reasons and background for this request.
- A letter or other document stating the Town's approval of the submittal.
- Electronic Submittals are required.** Email (or CD ROM) with all plans and submittal materials in Adobe PDF to planner@villageofmukwonago.com.
- Any additional information as determined by Village staff

CERTIFICATION

Applicant hereby certifies that:

1. All of the above statements and other information submitted as part of this application are true and correct to the best of his or her knowledge.
2. Affirms that no Village of Mukwonago elected or appointed official or employee has a proprietary interest in the above referenced property for which this applications being filed (except as stated below under "Exceptions").
3. None of the above referenced individuals has been promised or given any contract for consultation, planning or construction in relation to this project (except as stated below under "Exceptions").
4. Applicant has read and understands all information in this packet.

Applicant further understands the policies of the Village regarding change of zonings and property development. Conditions of the resolution regarding all approvals are strictly followed. Certificates of Occupancy are not given until all conditions of approval have been met

By the execution of this application, applicant hereby authorizes the Village of Mukwonago or its agents to enter upon the property during the hours of 7:00 am to 7:00 pm daily for the purpose of inspection. Applicant grants this authorization to enter even if this land has been posted against trespassing pursuant to Section 943.13 WI Stats.

(The applicant's signature must be from a Managing Member if the business is an LLC, or from the President or Vice President if the business is a corporation. A signed applicant's authorization letter may be provided in lieu of the applicant's signature below, and a signed property owner's authorization letter may be provided in lieu of the property owner's signature[s] below. If more than one, all of the owners of the property must sign this Application).

Melissa Sund
Signature - Property Owner

Melissa Sund owner
Name & Title (PRINT)

3/27/19
Date

Jacquelynn Ingham
Signature - Applicant

Jacquelynn Ingham Permitting Coordinator
Name & Title (PRINT)

03/27/2019
Date

Signature - Property Owner

Name & Title (PRINT)

Date

Signature -- Applicant's Representative

Name & Title (PRINT)

Date

FOR OFFICE USE ONLY	
Date Paid	Receipt #
Plan Commission Date(s)	Village Board Date(s)
Escrow Required? <input type="checkbox"/> Yes <input type="checkbox"/> No	Escrow Amount
Plan Commission Disposition	
Village Board Disposition	

**NOTICE OF PUBLIC HEARING BEFORE THE VILLAGE OF MUKWONAGO PLAN
COMMISSION TO CONSIDER AN APPLICATION FOR A PLANNED UNIT DEVELOPMENT**

Please take notice there will be a public hearing before the Plan Commission of the Village of Mukwonago in the Board Room of Village Hall, 440 River Crest Court, Mukwonago, Waukesha and Walworth Counties, on Tuesday, April 9, 2019, commencing at 6:30 P.M. to consider the following matter:

PUBLIC HEARING: Planned Unit Development

TAX KEY: MUKV 2013-999-008

LOCATION: Undeveloped property approximately 560 feet south of the eastern terminus of Wolf Run and approximately 2,600 feet north of Maple Avenue

LEGAL DESCRIPTION: Lot 2 of Certified Survey Map No. 11558, VOL 115/199, Recorded as DOC# 4277810, part of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 31, Town 5 North, Range 19 East, and the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 36, Town 5 North, Range 18 East, Village of Mukwonago, Waukesha County, Wisconsin.

PROPERTY OWNER: Douglas & Debra DeBack Trust

APPLICANT: Family Ventures of Mukwonago, LLC

N7152 Bowers Rd.

Elkhorn, WI 53121

REGARDING: Applicant seeks to develop residential multi-family and business on approximately 50 acres via Planned Unit Development standards approved as a Conditional Use pursuant to Business Mixed Use Overlay standards of Section 100-54 of the Village of Mukwonago Municipal Code (a/k/a Zoning Ordinance) within the B-5, Planned Business and Light Industrial Development District base zoning of the subject site.

The proposed plans may be viewed at Village Hall, 440 River Crest Court, Mukwonago, WI during business hours.

All interested parties will be heard. Written comments will be accepted up to the time of the hearing. For more information regarding this public hearing, please contact Bruce Kaniewski, Village Planner, at (262) 363-6420 x. 2111, or planner@villageofmukwonago.com.

To be published: March 20, 2019 and March 27, 2019



April 4, 2019

Fred Winchowky, Village President
Village of Mukwonago
440 River Crest Court
Mukwonago, WI 53149

Re: Maple Centre Business Mixed Use Planned Unit Development

Dear President Winchowky and Members of the Plan Commission:

Thomas L. Larson of Family Ventures of Mukwonago, LLC submitted application for a Business Mixed Use under Planned Unit Development (PUD) approval. The approximately 51-acre site is shown on the map below. The 2016 Village Comprehensive Plan designates the site as Business Park with a Business Mixed Use Overlay. The base zoning of the site is B-5, Planned Business and Light Industrial Development District. Several environmental features are on the site, especially next to the unnamed tributary to the Mukwonago River along the site's western edge.

The Douglas and Debra DeBack Trust is the site's owner. The Plan Commission is scheduled to conduct the public hearing to consider the mixed-use proposal that includes a 675-unit apartment complex and space for business development.



As a large development with the Village's first consideration of a proposal under the newer business mixed use standards, the proposal has many moving parts. Therefore, I recommend the Plan Commission receive public comments, discuss the merits of the proposal, provide input to Village staff and then continue consideration of the proposal to your May 14, 2019 meeting before providing a recommendation to the Village Board.



Planned Unit Development Approval

The business mixed use standards of the zoning ordinance were adopted to implement the Business Mixed Use Overlay land use designation of the 2016 Comprehensive Plan. A PUD (also known as a specialized Conditional Use) was established as the process to approve of a business mixed use plan. The Village process to approve a PUD involves two steps; General Development Plan approval and then Detailed Plan approval, similar to a preliminary and final plat of subdivision process. Detailed Plan approval can occur in phases.

Within the volume of information attached to this report, I encourage you to review the zoning ordinance standards for Business Mixed Use and PUD.

Developers Agreement and Site Access

Attached please find a draft of a Developers Agreement between the applicant and the Village Board, which I consider a Pre-Developers Agreement. The Village Board has approved the agreement subject to final review by Village staff. The agreement has not been finalized and signed as of the date of preparation of this background report.

The main reason for the agreement involves responsibility for site access. Pursuant to the agreement, the Village is in process of acquiring land on a site between the YMCA and the Gateway area storm water pond to construct a public street and provide Village utilities from Wolf Run to the apartment site. The applicant will be responsible for the north-south public right-of-way shown on the site plan.

Initial Considerations

After the public hearing, staff will speak to an outline of considerations for Plan Commission discussion and direction. Several of the considerations are as follows:

1. Does the design of the proposed six, four story buildings and the four, three story buildings comply with architectural standards of the Business Mixed Use standards (I believe they conform to the standards)?
2. There are several existing environmental features that are proposed to be removed/mitigated. Does the Plan Commission agree with the proposal to remove the features?
3. The four-story units will have two levels of underground parking. The three-story units will have one level of underground parking. Overall, the submitted plans indicate an amount of parking spaces less than the 2.2 parking spaces per dwelling unit as required by the zoning ordinance parking regulations for multi-family units. Although a PUD allows modifications to certain zoning standards, no such written request has been submitted for the modification along with with any justification for the reduction.
4. The proposal provides a tremendous number of on-site amenities, especially a club house and pool, and various outdoor sports/play areas spread across the site. Do the provided amenities meet the standards for amenities as stated in the Business Mixed Use standards?



Village of Mukwonago

Office of the Village Planner

440 River Crest Court, Mukwonago, Wisconsin 53149
(262) 363-6420 x.2111

www.villageofmukwonago.com
planner@villageofmukwonago.com

As stated earlier, a large and important proposal such as this subject proposal involves many moving parts to make sure the initial plans will result in an ultimate asset to the community. Therefore, I encourage careful consideration and thoughtful direction to the applicant and staff prior to approval of the General Development Plan.

Staff looks forward to your direction.

Sincerely,

A handwritten signature in black ink, appearing to read "Bruce S. Kaniewski".

Bruce S. Kaniewski, AICP
Village Planner/Zoning Administrator

DEVELOPER GUARANTY AGREEMENT

This Developer Guaranty Agreement (the “Agreement”) Agreement is made and entered into this ____ day of _____, 2018, by and between the Village of Mukwonago, a Wisconsin municipal corporation (hereinafter referred to as the “Village”) and FAMILY VENTURES OF MUKWONAGO, LLC with its principal office and place of business located at N7152 Bowers Road, Elkhorn, WI 53121, (hereinafter referred to as “Developer”).

RECITALS

WHEREAS, the Developer has acquired lands in the Village of Mukwonago, which real estate is more particularly described as Lots ____ of Certified Survey Map No. _____, as shown on the attached Exhibit A (the “Property”);

WHEREAS, subject to the Village providing financial assistance as set forth herein, the Developer intends to acquire fee simple title to the Property, to subdivide the Property into a commercial parcel (the “Commercial Property”) and a mixed-use residential / commercial parcel (the “Mixed-use Property”);

WHEREAS, the Developer plans to build a mixed-use development consisting of multi-family residential facilities and commercial retail facilities (the “Mixed-use Development”) on the Mixed-use Property with various amenities as generally shown on the Preliminary Site Plan attached hereto as **Exhibit B** (the development of the Commercial Property and Mixed-use Property is defined as the “Project”);

WHEREAS, Wisconsin Statutes grant the Board of Trustees of the Village the power to act for the government and the good order of the Village for its commercial benefit and for the health, safety, welfare and convenience of the public (Wisconsin Statute 61.34 and 62.23(7) with respect to zoning and development matters; Sec. 66.1001 dealing with comprehensive planning; and Chapter 100 of the Village of Mukwonago Municipal Code relative to Village zoning and development);

WHEREAS, the parties wish to set forth certain terms, conditions and agreements regarding the Village’s approval of the Developer’s project, as hereinafter described in conformance with applicable law;

WHEREAS, the Village, pursuant to Village Board Action dated February 6, 2019, has approved the terms of this Agreement and authorized the execution of the Agreement by the proper Village Officers on the Village’s behalf; and

WHEREAS, it is necessary that the Developer and the Village enter into this Agreement to provide for the manner and method by which the Property will be developed.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this agreement, the parties agree as follows:

1. Village Obligations. In consideration of the foregoing, the Village agrees as follows:
 - a. *Public Improvements - Access Roadway*. The Village will construct a 100' roadway extending from Wolf Run to a line 80' east of the section line of CSM # ___ on the property designated as "100' wide right-of-way" on the CSM attached hereto as **Exhibit C** (the "Access Road"). The Village will extend sewer and water mains ("Sewer and Water") up to 80' east of the section line of CSM # ___ at locations approved by the Village and the Developer. The extension of the Roadway and the Sewer and Water are referred to as the "Village Public Improvements." Developer shall have the right to review and agree to the project specifications and costs for purposes of setting the Guaranteed Tax Increment. Notwithstanding the foregoing the project specifications must be consistent with Village of Mukwonago standards.
 - b. *North-South Road*. The Village shall construct the north-south road (the "North-South Road") contemplated under Section 2b.
 - c. *Density*. The Mixed-use Development's density shall conform to the underlying zoning of the Property and shall not exceed the maximum density of twenty (20) residential units per acre. The total Residential Density shall not exceed 675 units.
 - d. *Construction Access*. The Village will grant to Developer the right to use the roadway designated as "80' wide public street reservation" on the attached **Exhibit C** extending from Maple Avenue to the Property for the purpose of providing access to the Mixed-use Property during construction of the Mixed-use Development. The terms of said temporary access agreement shall require that the Developer will indemnify the Village against claims arising from said use, and will require that the Developer provide evidence of satisfactory liability insurance coverage naming the Village as an additional insured under terms acceptable to the Village. The roadway will need to be returned to the condition that existed prior to the execution of this Development Agreement upon completion of construction. The Developer shall maintain the construction roadway during the course of construction.
2. Developer Obligations. In consideration of the foregoing, the Developer agrees as follows:
 - a. *Certified Survey Map*. The Developer will prepare the certified survey map necessary to subdivide the Property and submit the same for Village approval.
 - b. *Road Dedication*. The parties acknowledge that the Mukwonago Village Code requires the extension of road and utilities to the property boundaries within the Mixed-Use Development. In consideration of the Village not requiring the

extension of the road to the north property line, the Developer agrees to dedicate to the Village, an 80' road right of way with the northerly terminus being the extension of the east west access road and the southerly terminus being the dedicated road right of way across the Pro-Health property as show on the attached **Exhibit C** (the "North-South Road"). Said dedication shall occur concurrent with the execution of the developer's agreement between the parties. The Village shall construct the North-South Road and utility extension across such dedicated property and once completed the Developer will be billed for two thirds of the cost of the North-South Road. Said billing shall be paid on an installment basis by way of a promissory note to be executed at that time for a term of twenty years with interest in the same amount as the Village is being charged for its financing of this cost. This cost is over and above the Mixed-use Guaranteed Tax Increment in Section 2(j). The payment of said debt shall be secured by the Village's special assessment authority. The Developer agrees to the imposition of such an assessment in the event of a default and waives notice of and objection to the assessment, as well as its rights to a hearing. The Village shall be responsible for the remaining one third of the cost of the aforementioned improvements. The Developer shall agree to an emergency access from the Northerly Mixed-use Development property line in a location mutually acceptable to the Village and the Developer as shown on the Exhibit C.

- c. The Developer agrees to work in conjunction with the Village to obtain the building use, site and architecture approvals with the Village. Developer agrees to be responsible for obtaining approval from the state of Wisconsin DSPS for its building plans, as well as the State of Wisconsin DNR and any required local permit authorities.
- d. The Developer shall construct a multi-family, mixed use, residential development (Mixed-use Development) on the Property with various amenities as provided for herein, as well as commercial elements as generally shown on the Preliminary Site Plan Exhibit B. This mixed use development shall generally be referred to as the Project.
- e. *Planned Unit Development.* The Developer will submit an application for approval of a planned unit development (PUD) in accordance with the Village's ordinances and all necessary documentation including, but not limited to, a General Development Plan and Specific Implementation Plan to complete the Mixed-use Development in phases. The Village's obligations under this Agreement are contingent on the approval of the General Development Plan, Specific Implementation Plan, Site Plan and PUD ordinance.
- f. *First Phase Mixed-use Development.* The first phase of the Mixed-use Development will consist of four (4) multi-family buildings together with the construction of the commercial elements shown as part of those buildings on Preliminary Site Plan (the "First Phase"). Construction of the first building shall commence no later than six (6) months from the date of completion of the Access

Road described in Section 2(a) above; provided, however, that construction may begin prior to the completion of the Access Road but not until required permits have been obtained and only if said work is coordinated with the Village's road construction contractor. Construction of the second building shall commence no later than eighteen (18) months of the completion of the Access Road described in Section 2(a); provided, however, that construction may start prior to the completion of the Access Road but not until required permits have been obtained and only if said work is coordinated with the Village's road construction contractor. The remaining phases of the Mixed-use Development will be constructed according to market demands. The amenities that will be built in the First Phase are the playground, a portion of the walking trails, grills, basketball court, tennis court, a pavilion, multi-purpose field, dog park, and shall all be completed as a condition of granting the occupancy permit for the second building. Notwithstanding the foregoing, occupancy may be granted by the Supervisor of Inspections if substantial progress has been made in the completion of the list of amenities. Construction of a swimming pool and clubhouse to serve the residential portion of the Mixed-use Development will be completed prior to the issuance of an occupancy permit for the third residential building constructed in the Mixed-use Development. Construction of the third building shall commence no later than thirty-six (36) months from the date of completion of the Access Road described in Section 2(a) above; provided, however, that construction may begin prior to the completion of the Access Road but not until required permits have been obtained and only if said work is coordinated with the Village's road construction contractor.

- g. *Phasing*. The Developer shall not occupy more than two buildings per year on the Mixed-use Development unless a quicker phasing schedule is approved by the Village.
- h. *On-Site Sewer and Water*. Developer agrees to extend sewer and water mains across the Property to serve the structures provided for in the Preliminary Site Plan said improvements shall be considered the Developer's Public Improvements. All sewer and water mains serving the Mixed-use Development shall be constructed in accordance with Village specifications and requirements and shall be constructed such that they can be extended to further development that may occur on property adjacent to the Mixed-use Development. Said utilities shall be extended to the lot lines so as to facilitate such future connection in a location acceptable to the Village.
- i. *Secondary Access*. The Developer may, at its option, construct a secondary access road, subject to Village specifications and will be all-weather gravel and in a condition suitable for emergency vehicles to access the Property. The Developer will have the right to limit access to the secondary roadway to only its construction vehicles and the vehicles from the Village's emergency, public works, and inspection departments. The Village may require the construction of the Secondary Access if necessary for safety purposes.

- j. *Tax Increment.* The Developer shall guaranty that the Actual Tax Increment collected by the Village in each year (the “Collection Year”) as the result of general property taxes levied on the Mixed-use Property shall equal or exceed the “Mixed-use Guaranteed Tax Increment” set forth on the attached **Schedule GTI**. The “Actual Tax Increment” for a Collection Year is the general property taxes levied on the Mixed-use Property and paid to the Village for a given Collection Year minus the amount equal to the Village’s portion of the actual general property taxes levied against the applicable Property for 2018. If the Actual Tax Increment for the Mixed-use Property collected in a Collection Year does not equal or exceed the Mixed-use Guaranteed Tax Increment for the Collection Year, the Developer shall pay to the Village, no later than July 31 of the Collection year, an amount equal to the difference between the Mixed-use Guaranteed Tax Increment for such Collection Year and the Actual Tax Increment collected by the Village in such Collection Year (the “Mixed-use Developer Obligation”). Notwithstanding any provision to the contrary contained in this Agreement, the obligation of the Developer to pay the Mixed-use Developer Obligation shall only continue until the collected Actual Tax Increments in total equals or exceeds the Mixed-use Debt. When the collected Actual Tax Increment iin total equals or exceeds the Mixed-use Debt, the Developer’s obligation to provide the Guaranteed Tax Increment shall terminate. The term “Mixed-use Debt” shall equal two-thirds of the total amount of funds paid by the Village, including the Village’s financing costs, for the Public Improvements as set forth in Schedule GTI; provided, however, that if the total estimated costs will exceed a total of \$2,500,000.00, then the Developer shall have the option to terminate this Agreement and not proceed with the Project.

NOTE: As set forth on Schedule GTI, the Mixed-use Guaranteed Tax Increment requirement shall commence in the second calendar year following the completion of the Access Road described in Section 2(a). For example, if the Access Road is completed in 2019, the first assessment year subject to the Mixed-use Guaranteed Tax Increment is 2021; provided, however, that any Actual Tax Increment collected prior to the commencement of the Mixed-use Guaranteed Tax Increment shall be counted towards the Mixed-use Developer Obligation. Since the Village will incur debt service obligations upon commencement of construction of the Access Road and there will be no Actual Tax Increment collected from the construction of the Mixed-use Development collected until three years after completion of the Access Road, the parties acknowledge that those debt service costs shall be capitalized and added to the funds paid by the Village for the Village Public Improvements for purposes of determining the Mixed-use Debt (i.e., the Mixed-use Developer Obligation shall include two-thirds of the capitalized debt service costs from that period).

Notwithstanding the forgoing the Developer warrants and represents that the Property shall be owned and occupied by entities that are not exempt from real estate taxes and that the “Guaranteed Tax Assessed Value” set forth on Schedule

GTI shall be maintained until the earlier of: (1) the date that the Village's note for the construction of the Village Public Improvements are paid; or (2) the original expiration date of the TID (the Expiration Date). It shall be a further condition of this Agreement that ownership or occupancy of any portion of the Property may not be transferred to an entity which is exempt from real estate taxes without the prior written consent of the Village, which consent may be conditioned upon the execution by such new owner or occupant of an agreement to make payments in lieu of taxes in an amount of the then existing nonexempt property tax assessment, multiplied by the applicable tax rate for all taxing jurisdictions. These obligations shall survive and continue until the Expiration date. In the event the Developer receives an exemption from real estate tax prior to said date and /or the Guaranteed Tax Assessed Value is not reached, the Village may exercise its right to impose special assessments or charges for any amount to which it is entitled by virtue of this agreement. Said assessment may be levied without a public hearing. Developer hereby consents to said assessment and does hereby waive said hearing and agrees that an assessment to recover its lost revenue is reasonable and benefits the Property. Such special assessments shall be collected in the next succeeding tax roll or as other special assessments or charges may be. This provision shall survive the termination of this Agreement.

- k. *Surety for Mixed-use Guaranteed Tax Increment.* To secure performance by the Developer under 2j, Developer shall provide a surety bond acceptable to the Village equal to the Village's actual costs included in the Mixed-use Debt (i.e., two-thirds of the Village's actual costs of the Village Public Improvements). The surety bond shall be renewable on an annual basis, and shall include a demand clause that allows the Village to draw on the bond in case it is non-renewed prior to satisfying the Mixed-use Guaranteed Tax Increment; provided, however, the Village will not make such a demand if the Developer obtains another acceptable surety bond or provides a letter of credit. At each time of renewal, the amount of the surety bond may be reduced to equal the remaining portion of the actual costs of the Mixed-use Debt at the time of renewal. The Developer shall no longer be required to maintain a surety bond as such time the Developer has constructed improvements so that the assessed fair market value of the Mixed-use Property equals \$15,000,000.
- l. *Special Assessment of Mixed-use Property.* The Village shall not specially assess the Mixed-use Property for the Village Public Improvements that benefit the Mixed-use Property related to the commitments under this Agreement so long as the Mixed-use Developer Obligation is met and provided that the property remains taxable, i.e. not exempt from real estate taxes for the duration of the TID district. If the Mixed-use Developer Obligation is not met and/or if the property becomes exempt from real estate taxes, then the Village may specially assess the Mixed-use Property the shortfall. Should the Village's right to any special assessments or charges arise, special assessment rights hereunder may be exercised pursuant to this paragraph on the Property without a hearing. Developer does hereby waive hearing on such special assessment and agrees that an assessment to cover the Village's lost

tax revenue is reasonable and benefits the Property. Such special assessments or charges shall be collected in the next succeeding tax roll or as other special assessments or special charges may be. This paragraph constitutes Developer's waiver of notice and its consent to the special assessment and special charges, which may be required by law to the extent of an amount equal to the then-remaining balance and any shortfall on the actual tax increment due under this Agreement. This provision shall survive this Agreement until the Mixed-use Debt has been paid in full by the total collected from Developer in Actual Tax Increment payments and / or Mixed-use Developer Obligation payments.

- m. *Guaranteed Commercial Taxed Assessed Value.* Developer agrees to endeavor to develop the Commercial Property such that the parcel is approved consistent with the Zoning Code and Future Land Use Map of the Village, and such that its improved taxed assessed value is increased from its value as of 1/1/19 by not less than \$5,000,000.00 (the "Guaranteed Commercial Taxed Assessed Value") as compared with its tax assessed value as of the date five years after the Access Road is completed (the "Guaranteed Commercial Taxed Assessed Value Date"). In the event that the Commercial Taxed Assessed Value is not achieved by said date, then the Village shall have the option to purchase the remaining portion of the Commercial Property for a price equal to \$132,682 per acre (gross acres). The Village shall exercise its right to purchase the remaining portion of the Commercial Property no later than six months after the Guaranteed Commercial Taxed Assessed Value Date by providing written notice to the Developer of its election. The Village agrees that it will not specially assess the Commercial Property for work performed according to this Agreement provided that the Property remains subject to real estate taxes and are not considered exempt for that purpose. In the event the Developer fails to make one or more guaranteed payments under this Agreement as provided for herein, the parties acknowledge that the Village shall have the right, with twenty one (21) days prior written notice, to impose special assessments or charges for any amount to which it is entitled by virtue of this Agreement and otherwise consistent with the special assessment statute, Wis. Stat. § 66.0701 et seq. Developer's obligation to make guaranty payments hereunder shall terminate on the expiration date provided for herein.
- n. *Zoning Approvals.* It is anticipated the Developer will submit an application for approval of a Planned Unit Development ("PUD") in accordance with the Village's Ordinances and all necessary documentation related thereto, including, but not limited to, a General Development Plan and Site Implementation Plan to complete the residential development and commercial development in phases. The terms of this PUD shall be mutually satisfactory to the Village and the Developer. The Village's obligations under this Agreement are contingent on the approval of the Site Plan and PUD ordinance.
- o. *Other Village Approvals.* The Developer agrees to work in conjunction with the Village to obtain the building use, site and architecture approvals with the

Village. Developer agrees to be responsible for obtaining approval from the State DSPS for its building plans, as well as the DNR, and any required local permit submissions.

- p. *Civil Design.* Developer shall be responsible for the complete civil design for all site work contained within the Mixed-use Property.

3. Property Development:

- a. The approval of the Project and all terms and conditions within this Agreement are subject to compliance by the Developer with the conditions imposed by the Village and its approval general development plan and PUD. No other uses shall be permitted on the Property without the approval of the Village and/or an amendment of this Agreement. The Property will be developed in accordance with the aforementioned approved plans subject to the terms of the Planned Unit Development Ordinance and any other terms and conditions of this Agreement.
- b. Approval of this Agreement shall be subject to approval by the Village of a Storm Water Management Plan and a Storm Water Maintenance Agreement for the Property, with the Agreement executed by the Developer. The Storm Water Management Plan and Storm Water Maintenance Agreement shall be in a form satisfactory to the Village, providing flow to the storm water management and water quality facilities and to ensure the maintenance, care and upkeep of the storm water management and water quality facilities within the Project.
- c. The Developer shall be responsible for all costs to complete the public improvements internal to the Mixed-use Property as required by this Agreement. The Developer shall be responsible for all fees incurred by the Village with respect to the inspection of the installation, construction and/or repair of the public improvements within the Mixed-use Property.

4. Surety.

- a. Prior to commencement of any development on the Property, Developer shall provide for the reasonable approval of the Village Engineer, an estimate of the costs of the public improvements that Developer is to build on the Property. After approval of the cost estimate by the Village Engineer, Developer shall submit to the Village a Letter of Credit or Surety Bond (the "Surety") to ensure the completion of the Developer Public Improvements and repairs to existing public improvements in accordance with the Village's development standards.
- b. The Surety shall be in an amount of the cost estimate approved by the Village Engineer plus twenty (20%) percent. The form of the Surety shall be approved by the Village Attorney and no work on the Project shall commence until the approval of the Surety by the Village Attorney.
- c. If the Village, in its sole, but reasonable judgment determines the Developer shall have failed to complete the public improvements or complete the repair of

the existing public improvements, the Village shall give notice of such fact to the Developer, who shall have not less than 30 days following receipt of the written notice, to cure such default. In the event the Developer is unable to cure such default within such 30-day period, but has, in good faith, commenced such a cure within said 30-day period and reasonably and continuously takes action to complete such care and such care shall be completed within 30 days of the said written notice, the Developer shall not be in default. Except as stated immediately above, if Developer does not accurately complete the required work or the completed work is substandard in accordance with the Village's development standards and other applicable Codes, or if not less than 30 days prior to the expiration of the Surety, the Developer has not provided evidence of the renewal of the Surety, the Village shall be entitled to draw upon the Surety and shall use the full Surety, or portions thereof, to complete the work by Village Staff or through a contractor. If the Developer adequately completes the required public improvements and/or repairs to the public improvements and completion is accepted by the Village Engineer after Final Occupancy Permit, the Village shall reduce the Surety in an amount equal to not more than ten (10%) percent of the completed public improvements for a period not to exceed fourteen (14) months after the date of the public improvements for which the Surety was provided are substantially complete. The Village Board shall approve the reduction and said approval shall not be unreasonably withheld.

- d. The Developer remains responsible for the Village required impact fees, plan review fees and charges, as well as Building Permit, Erosion Control Permit and other Municipal Permit fees.
- e. The Developer shall be responsible for securing all other required permits from state and local agencies to allow the commencement of the development on the Property or off-property improvements necessary for the Project.

5. Construction Requirements.

- a. In addition to the conditions otherwise set forth in this Agreement, Developer shall pay to the Village all required fees and charges, including payments or maintenance of an escrow account in favor of the Village for incurred professional service charges. Said fees or the creation of an escrow account shall be made prior to the Village being required to issue any permit for the development of the Property.
- b. Developer's work on the Property shall start no sooner than 7:00 a.m., Monday through Saturday, during the months of November to February. During the months of March through October, work shall start no sooner than 6:30 a.m. Work shall not extend beyond 7:00 p.m. at any time. Work on the Property shall not occur on Sundays or National Legal Holidays. For purposes of this provision, "work" shall mean the producing of any sound caused by the

construction, construction equipment or construction vehicles or material deliveries. The time limitations do not restrict early arrival for staging or after hours cleanup by construction workers. The time limitations do not apply to construction work not controlled by the Developer, such as private or public utilities. However, Developer shall make every effort to maintain compliance with these limitations.

- c. Developer shall, at all times, maintain surrounding rights-of-way free from dirt, gravel and construction debris. When construction work occurs within rights-of-way, the rights-of-way shall be free from dirt, gravel and construction debris prior to the end of the construction day. Developer, at all times, shall maintain the property and surrounding properties free from construction debris and employee waste. If Developer does not comply with the requirements of this paragraph, the Village may, after written notice to the Developer and upon Developer's failure to promptly and reasonably take action to cure such matters, utilize Village employees and equipment to maintain the area and charge these expenses to the Developer.
 - d. Upon the commencement of initial site construction, the Developer shall install a gravel-tracking pad on the Property as soon as reasonably possible. After commencement of the initial site work, Developer shall install on the Property a gravel surface to place construction vehicles, equipment and building materials. Vehicles and equipment entering and existing the Property during the development shall travel only over the tracking pad as referred to above.
 - e. All construction vehicles and equipment shall be parked on the Property overnight or when construction activity is not occurring. All construction materials shall be stored on the Property. No construction materials shall be placed on adjacent rights-of-way except for temporary transfer from delivery vehicles to the site. Construction equipment and delivery vehicles may park on adjacent rights-of-way during normal working ours, but at all times, not less than a 12' wide traffic lane shall be maintained in each direction. Developer shall take reasonable efforts to minimize the parking of construction vehicles and equipment, and other vehicles associated with the Project, on adjacent rights-of-way. Lack of compliance with the requirements of this section may result in ticketing of the Developer's vehicles with fines as permitted by law.
6. Commencement/Completion. The Developer Public Improvements necessary for each Phase on the Mixed-use Development Property shall be completed by the Developer and its subcontractors within 18 months after commencing construction for the applicable Phase subject to force majeure. For purposes of this Agreement, the term "commencement of construction" shall mean that the Developer has incurred 10% of the cost identified on the Developer Public Improvements schedule, attached hereto, for the public improvements internal to the Mixed-use Development.
7. Additional Conditions.

- a. Storm Drainage. Storm drainage and water quality shall be provided by means of storm sewers, culverts, ditches, detention/retention basins on private property and/or in the public right-of-way or drainage easement where required and as approved by the Village. All such improvements shall be at the Developer's sole expense. All storm water drainage and water quality management shall be completed in conformance with the approved Storm Water Management Plan.
- b. Nothing in this Agreement shall be deemed to limit the Developer's responsibility to adjacent owners for discharged water. Should any claim be made against the Village for increased water discharge or altered drainage patterns from the Project, Developer shall indemnify, defend and hold harmless the Village, paying all costs thereof, including, but not limited to, reasonable attorney fees; and further, indemnifying the Village from any loss or damage based upon a claim arising from water alleged discharged within or from the site.

8. General Conditions.

- a. The Developer agrees to abide by such further orders or directions as may be reasonably given by the Village, as may be necessary to implement and carry out the terms and intent of this Agreement. It is expressly understood and agreed that the terms of this Agreement are covenants running with the land and binding on the Developer, its successors and/or assigns.
- b. Developer shall be responsible for the repair to existing roadways and infrastructure for damage caused as the result of the construction activities or construction on the Property. Areas of the Project that are within the jurisdiction of other governmental agencies, such as Waukesha County, Walworth County or the State of Wisconsin Department of Natural Resources or the State of Wisconsin Department of Transportation shall be developed in accordance with the requirements of those agencies. Costs incurred by the Village from other governmental jurisdictions related to this Project shall be reimbursed by the Developer within 30 days of invoicing.
- c. All work performed under the provisions of this Agreement shall be done in a good and workmanlike manner, and in accordance with all Codes, applicable rules and regulations, governing or affecting the Property.
- d. This Agreement shall be recorded with the Register of Deeds.
- e. This Agreement may only be modified in an instrument or writing executed by all parties thereto.
- f. The Developer shall save, indemnify and hold harmless the Village, its officers, elected officials, employees, agents and/or assigns as and against any and all liability, demands, costs, expenses and/or judgments incurred by the Village, including, but not limited to, actual attorney fees as the result of any action by any third party against the Village or against the Developer, or both, arising out

of the failure of the Developer in the performance of this Agreement, or arising from the Village's approval of this Agreement and/or the operation of this agreement resulting from the intentional acts or negligence of the Developer, its agents or employees. This indemnity shall apply regardless of whether the liability arises, in part, from the negligence of the Village.

- g. The Developer, and all contractors working for the Developer, shall maintain, at all times until expiration of the completion of the public improvements, liability insurance coverage in the form and in the amount set forth in the attached Exhibit _____. The Village shall be named as an Additional Insured under said policies on a primary and non-contributory basis, with limits of not less than \$1 Million per occurrence or \$2 Million in the aggregate. Said insurance shall provide that it may not be cancelled absent not less than 30 days notice to the Village of any cancellation or material modification, except in the case of termination in the event of nonpayment of premium in which event the notice shall be not less than ten days. Developer agrees to engage contractors/subcontractors for all construction included in this Agreement, who shall perform work to the standards of the Village and who shall comply with every requirement of the Village Code and standards in performing the work. Developer agrees that the Village shall not be responsible for any costs or charges related to this Project except those specifically enumerated and agreed to in this Agreement.
- h. Acceptance of Work. The Village shall review the Developer Public Improvements once completed and if acceptable to the Village Engineer, accept such improvements as being in compliance with the standards and specifications of the Village. Such review and acceptance where appropriate will occur within 60 days of written notice by the Developer that the Developer desires to have the Village inspect and accept the improvements. At the option of the Village, if the ground is frozen, the time for final inspection may be extended as necessary so that final inspection may take place in spring of the following year after vegetation has become established. Before obtaining acceptance of any work or any improvements, the Developer shall present to the Village valid Lien Waivers from all persons providing materials or performing work on the improvements for which approval is sought. Acceptance by the Village does not constitute a waiver by the Village of the right to draw funds under the Letter of Credit because of defects in, or failure of, any improvement that is detected or which occurs following such acceptance. The Developer agrees that the dedication of the improvements and the required public improvements will not be accepted by the Village until they have been reviewed and inspected for approval by the Village Engineer and furthermore, until all outstanding Village costs, including engineering and construction review charges, have been paid in full and Affidavits and Lien Waivers received by the Village indicating the contractors and suppliers have been paid in full for all work and improvements furnished under this

Agreement. Sanitary sewer main and water main, and their respective service laterals, shall not be accepted until a complete breakdown of all construction, engineering and administrative costs incurred by the Developer are submitted to the Village Engineer and Village Clerk respectively. (This is necessary to aid in determining the sewer and water utilities value on the Village's Financial Statements.) In addition, the water system installation shall not be accepted until the Village obtains a bacteriologically safe sample. The Village shall flush the main, obtain the sample and have all tests completed as may be required by the Village at the Developer's cost. Said lines shall be pressure tested and the sewer mains shall be TV'd showing that there are no leaks in the lines and no construction debris within the sewer. The acceptance of the water and sewer mains shall be further subject to the Developer providing a verification that they have been constructed in accordance with the Village Standards and Specifications. Developer needs to maintain and repair all required Developer Public Improvements until the Village formally accepts said improvements. The Developer shall provide the Village with electronic and reproducible copies of all improvement plans. Electronic copies of all improvement plans shall be in the most current version of AutoCAD. The Village Engineer shall prepare record drawings of the improvements at the Developer's sole expense within 30 days of the binder course placement.

- i. Warranty. Developer warrants and guarantees that the installation of the sanitary sewer and water mains installed on the Mixed-use Development Property for a period of one year from the date of final acceptance by the Village of all improvements completed by the Developer under this Agreement against defects, in installation or materials. If any defect shall appear during the guaranteed period, the Developer agrees to make the acceptable repairs of the defective work. This includes, but is not limited to the storm water facilities. The guaranteed period shall continue for a period of one year after the acceptance by the Village of the improvements. A Letter of Credit or bond shall remain in full force for the time that any portion of the improvements have yet to be completed, and a portion of the bond is deemed adequate by the Village Engineer, but not to exceed 20% of the original Letter of Credit or bond, shall remain in force for the one year guarantee period.
- j. Compliance with Agreement.
 - i. Grading, Erosion Control and Barricades. Developer shall furnish, install and maintain during construction, and until the improvements are accepted by the Village, all barricades and signs as required by the Manual of Uniform Traffic Control Devices, at all points where new rights-of-way extend or intersect existing streets and at all street ending points. Signs and barricades shall be required, furnished and installed to conform to the Manual of Uniform Traffic Control Devices. Developer shall obtain the approval of the Village for erosion and runoff

control measures as required by the Village Ordinances prior to grading, utility installation or any other land disturbing activities. The Developer shall adhere to the conditions of the approval, and grants the right-of-way on the Property to designated Staff of the Village to inspect and monitor compliance with these requirements.

- ii. Sanitary Sewer Facilities and Laterals. The Developer shall install sanitary sewer mains and laterals on Mixed-use Development Property to serve the Mixed-use Development. In addition to any other approvals required by this Agreement, until all necessary approvals or plans have been obtained from the Village Engineer and the State of Wisconsin DNR, no installation of underground utilities shall commence.
- iii. Plans. The Developer shall furnish the Village with reproducible approved plans of the sanitary sewer system, including the location and elevation of laterals at the lot lines prior to the Village's acceptance of dedication.
- iv. Standards of Materials. All materials shall conform to the standards and specifications for sewer main construction of the Village.
- v. Water Mains and Service Pipes. Developer shall install water mains, including pipes, hydrants, tees, valves, crosses and related appurtenances and water service laterals to serve the development as required by the Plan Specifications and Requirements of the Water Utility as approved by the State of Wisconsin DNR. All water service laterals 2" in diameter and smaller shall be completed with a curb stop and box. All other water service laterals shall be capped and buttressed 10' beyond the right-of-way line with a control valve with road box anchored to the main.
- vi. Fire Hydrants. All materials and methods of installation used shall conform to the Village's Standards and Specifications for water main construction, and the Village's development requirements. Fire hydrants shall be installed throughout the Mixed-use Development at the Developer's expense. Fire hydrants shall not be installed or permitted within 5' of driveway approaches or other laterals. No Building Permit shall be issued until the Village Engineer has determined that adequate fire hydrants are available.
- vii. As Built Plans. Developer shall furnish the Village reproducible, most recent version approved AutoCAD plans of the water system, including the location and elevation of laterals at the lot lines prior to the Village's acceptance of dedication.
- viii. Lateral Setback Requirements. No water or sewer laterals shall be placed closer than 10' from driveway aprons or driveways. This

restriction shall be placed upon all construction drawings and in the Development Restrictions.

- k. Storm Water Management Structures. The Developer shall install storm water management facilities, including related storm sewers required by the Village Ordinance and the approved Storm Water Management Plan. The Developer shall furnish the Village with reproducible approved plans of the Storm Water System prior to the Village's acceptance of dedication.
 - l. Developer shall be responsible for the maintenance of all required storm water facilities located inside the Project prior to acceptance of the storm water facilities by the Village. After said acceptance of the storm water facilities, the Developer shall remain responsible for the maintenance of the storm water facilities. This maintenance shall include, but not be limited to, the responsibility of cleaning of storm water facilities, and removal of debris to assure that they perform adequately. The cost of maintenance of the storm water management system shall be borne by the Developer, its successors and assigns, in accordance with the Storm Water Maintenance Agreement. After the Developer has completed the installation of the storm sewer and/or sanitary sewer, the Developer shall televise the storm sewer and sanitary sewer lines upon completion and prior to the acceptance of the improvements, and the Developer shall cause the lines to be cleaned if it is determined to be necessary by the Village. Developer shall cause the lines to be televised with the approval of the Village Engineer and shall provide the video record of such inspection to the Village Engineer for determining whether any lines need to be cleaned.
 - m. To the extent that standards and/or specifications have not been established by the Village, all work shall be made in accordance with established engineering practices as designated and approved by the Village Engineer.
 - n. The Developer shall landscape the Project as shown in the Landscape Plan.
 - o. The Developer acknowledges that the commercial site has been clear cut of trees without the permission of the Village of Mukwonago as required under Village Ordinances. The Developer agrees to submit a reforestation plan for the trees that were removed and in addition, to make a payment in the sum of \$25,000.00 to the Village's tree fund within thirty days of the execution of this Agreement
9. Notices. Any written notice or demand hereunder from any party to another party shall be in writing and shall be served by (a) personal delivery, (b) certified mail, return receipt requested or, (c) overnight courier such as Federal Express, United Parcel Service or Express Mart at the following addresses:

To the Village at:

Village of Mukwonago
Attn: Village Clerk
P.O. Box 206
440 River Crest Court
Mukwonago, WI 53149

With a copy to:

Attorney Mark G. Blum
Hippenmeyer, Reilly, Blum
Schmitzer, Fabian & English S.C.
720 Clinton St., P O Box 766
Waukesha, WI 53187-0766

To the Developer at:

Family Ventures of Mukwonago, LLC
Attn: Thomas Larson
N7152 Bowers Road
Elkhorn, WI 53121

With a copy to:

Attorney Robert Procter
Axley Brynelson, LLP
2 East Mifflin St., Suite 200
Madison, WI 53703

Any party may change its address by providing notice in accordance with this provision.

10. Codes. The Village and Developer agree to follow all Village ordinances in regards to their respective obligations set forth herein.

11. Time. Time shall be of the essence for all purposes of this Agreement.

12. Amendments. This Agreement sets forth all the promises, incentives, agreements, conditions and understandings between the parties hereto relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, expressed or implied, between them, other than this Agreement. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by the Village and Developer.

13. Severability. If any section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate and distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

14. No Waiver. Neither party shall be excused from complying with any of the terms and conditions of this Agreement by any failure of the other party upon one or more occasion to insist upon or seek compliance with any such terms or conditions.

15. Assignment. Developer may not assign its rights under this Agreement, without the prior written consent of the Village.

16. Remedies. Upon a breach of this Agreement, any party hereto may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance or both, or may obtain rescission for repudiation or material failure of performance by an action or proceeding at law or in equity in the Circuit Court of Waukesha County. Notwithstanding the foregoing, before the failure of any party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the satisfaction of the complaining party within thirty (30) days of receipt of such notice. The party awarded judgment shall be entitled to its cost, disbursements, and reasonable attorney fees.

17. Force Majeure. If performance of any covenant to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party, which circumstances may include, but are not limited to, acts of God, war, acts of civil disobedience, harsh weather, strikes or similar acts, the time for such performance shall be extended by the amount of time of such delay.

18. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. Developer shall at all times observe and comply with all federal, state and local laws, regulations and ordinances which are in effect, as of the date hereof, which may affect the conduct of the work to be accomplished under this Agreement.

19. Default. Failure of the Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement within thirty (30) days after receipt of written notice of default from the Village specifying such default shall be an event of default, provided that if such default cannot be cured within such thirty (30) day period, such thirty (30) period shall be extended to allow for such cure provided that Developer commences the cure within such thirty (30) day period and diligently pursues the same. In the event that the default is such that immediate harm may result from such default, then the Developer shall be given five (5) days written notice to cure such default.

20. Remedies of Default. Whenever an event of default referred to herein occurs and is continuing, the Village may take any one or more of the following actions:

- a. The Village may suspend its performance under this Agreement until it receives assurances from the Developer, deemed reasonably adequate by the Village, that the Developer will cure its default and continue its performance of this Agreement.

- b. The Village may take any action, including legal or administrative action in law or equity, which may reasonably be necessary or desirable to enforce performance and the observance of the obligations hereunder.
- c. These remedies shall not be deemed to be exclusive and the Village shall have the right to pursue all rights or remedies available to it under applicable Wisconsin law. No delay or omission in pursuing any rights in the event of a default shall impair such right or power or shall be construed to be a waiver thereof. Such rights may be exercised from time to time as may be deemed expedient by the Village.
- d. Whenever an event of default occurs and the Village shall employ attorneys or incur other expenses for the collection of payments due or to become due, or for the enforcement or performance or observance of any obligations or agreements on the part of the Developer herein contained, the Developer agrees it shall, on demand thereof, pay the Village the reasonable fees of such attorneys and such other expenses so incurred by the Village.

21. Developer Indemnity. Developer covenants and agrees that the Village, its governing body, members, officers, agents, including independent contractors, consultants, legal counsel, servants and employees, hereinafter collectively referred to as the “Village Indemnified Parties” shall not be liable for and Developer agrees to jointly and severally indemnify and hold harmless the Village Indemnified Parties against any loss or damage to the Property or any injury to or death of any person occurring at or about or resulting from any defect in the improvements constructed by Developer during construction or from any costs or claim, including reasonable attorney fees, which may result from the Developer’s default under this Agreement, including but not limited to injuries or damage arising from the construction of the Developer’s facility, including construction liens, except for any willful misrepresentation or any willful wanton misconduct of the Village Indemnified Parties, the Developer agrees to protect and defend the Village Indemnified Parties now and forever and further agrees to hold the aforesaid Village Indemnified Parties harmless from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer (or other persons acting on its behalf or under its direction or control) under this Agreement or the transactions contemplated hereby or the acquisition, construction, installation, ownership and operation of the project.

22. Village Indemnity. The Village covenants and agrees that the Developer, its members, officers, agents, including independent contractors, consultants, legal counsel, servants and employees, hereinafter collectively referred to as the “Developer Indemnified Parties” shall not be liable for and Village agrees to jointly and severally indemnify and hold harmless the Developer Indemnified Parties against any loss or damage to the Property or any injury to or death of any person occurring at or about or resulting from any defect in the project or from any costs or claim, including reasonable attorney fees, which may result from the Village’s default under this Agreement, including but not limited to injuries or damage arising from the construction of the Industrial Park, including construction liens, except for any willful misrepresentation or any willful wanton misconduct of the Developer Indemnified Parties, the Village agrees to protect and defend the Developer Indemnified Parties now and forever and further agrees to hold the aforesaid

Developer Indemnified Parties harmless from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Village (or other persons acting on its behalf or under its direction or control) under this Agreement or the transactions contemplated hereby or the acquisition, construction, installation, ownership and operation of the project. Notwithstanding the foregoing, nothing contained within this Agreement is intended to be a waiver or estoppel of the Village or its insurer to rely upon the limitations, defenses and immunities contained under Wisconsin law, including those set forth in Wisconsin Statute Secs. 893.80, 895.52 and 345.05. To the extent that indemnification is available and enforceable, the Village or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established under Wisconsin law.

(Signature page follows)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

VILLAGE OF MUKWONAGO
a Wisconsin municipal corporation

By: _____
President

Attest:

By: _____
Village Clerk

DEVELOPER
Family Ventures of Mukwonago, LLC

By: _____

Exhibit A

Legal Description

Attach Existing CSM

Exhibit B
Preliminary Site Plan

Exhibit C

Proposed CSM

Exhibit D

Village Insurance Requirements

Exhibit E

Schedule GTI

ORDINANCE NO. 927

AN ORDINANCE TO AMEND SECTION 100-29 AND CREATE SECTION 100-54 OF CHAPTER 100 OF THE VILLAGE OF MUKWONAGO MUNICIPAL CODE, KNOWN AS THE ZONING ORDINANCE, PERTAINING TO THE CREATION OF BUSINESS MIXED USE OVERLAY STANDARDS

WHEREAS, the Village of Mukwonago from time to time reviews regulations pertaining to the orderly development of various areas of the community; and

WHEREAS, Update to Comprehensive Plan 2035 (hereinafter “the plan”) was adopted by the Board of Trustees of the Village of Mukwonago on November 29, 2016; and

WHEREAS, subsequent to the adoption of the Update to Comprehensive Plan 2035, the Village Plan Commission with assistance of Village staff began preparation of zoning ordinance amendments to implement the plan; and

WHEREAS, pursuant to direction of the plan the Plan Commission with Village staff assistance prepared Business Mixed Use Overlay Standards to assist with the orderly development of the Village; and

WHEREAS, at a regularly scheduled meeting of April 11, 2017 the Plan Commission recommended to the Village Board that the Chapter 100 of the Municipal Code be amended as provided here-in.

NOW, THEREFORE, the Village Board of Trustees of the Village of Mukwonago, Waukesha and Walworth Counties, Wisconsin, pursuant to a public hearing held on April 18, 2017, **DOES HEREBY ORDAIN AS FOLLOWS:**

SECTION I. Section 100-29, Specific Words and Phrases, shall be amended to add the following:

Architectural Appurtenance. Architectural Appurtenance means an accessory or adjunct embellishment to the architectural design of a building that benefits the aesthetic appeal and enjoyment of the property.

Business Mixed Use Development. In the Village of Mukwonago, Business Mixed Use Development with Conditional Use approval under Planned Unit Development overlay standards applied to specific business districts means a mixture of multi-family residential and business uses allowed on the same property. Business uses may include commercial, retail, service and office activities that are either new or existing. Business Mixed Use Development may be: (1) within a single or multiple buildings within a unified development having business on lower or upper floors and multi-family residential dwelling units on the other floors; or (2) a business or businesses in buildings separate from the multi-family residential buildings with all buildings within a unified development. However, a multi-family development proposal within the area planned for Business Mixed Use Overlay within the South Main Street-River Key Area of the Update to Comprehensive Plan 2035, may apply through a Planned Unit Development to be solely residential if conforming to the following criteria:

1. The proposal must be a redevelopment project, meaning the acquisition of property with existing buildings, impervious surface, or infrastructure are to be demolished and repurposed; and
2. The total development proposes less than 100 units of new multi-family; and
3. The proposed development area is directly abutted by an existing commercial development.

Each Business Mixed Use Development shall be under the same ownership at the time of application and approval. Nonetheless, after approval and development, the unified development site may be divided into separate ownerships.

SECTION II. Section 100-54 of Chapter 100 of the Village of Mukwonago Municipal Code, entitled "Business Mixed Use Development Standards", shall be created as provided for in attached Exhibit A.

SECTION III: SEVERABILITY. The several sections of this ordinance are declared to be severable. If any section shall be declared by a Court of competent jurisdiction to be invalid, such decisions shall not affect the validity of other portions of the ordinance.

SECTION IV: CONFLICTS. All Ordinances or parts of Ordinances contravening the terms and conditions of this ordinance are hereby to that extent repealed.

SECTION V: EFFECTIVE DATE. This ordinance shall take effect upon passage and publication as approved by law, and the Village Clerk shall so amend the Code of Ordinances of the Village of Mukwonago, and shall indicate the date and number of this amending Ordinance herein.

Passed and adopted this 18th day of April, 2017.

Fred H. Winchowky, Village President

Attest: _____
Steven A. Braatz, Jr., Village Clerk

EXHIBIT A

ORDINANCE NO. 927

Business Mixed Use Development Standards

Section 100-54. Business Mixed Use Overlay Standards.

- (1) **Location.** Business Mixed Use Overlay Standards, defined as Business Mixed Use Development in Section 100-29, may be utilized as a development tool only within the Interstate Planning District and the South Main Street/River South Planning District as described and mapped within the Comprehensive Plan. Furthermore, within the stated planning districts, the Business Mixed Use Overlay Standards may be utilized only on properties designated for a Business Mixed Use Land Use within the corresponding maps of the Comprehensive Plan for the stated planning districts.
- (2) **Approval.** Business Mixed Use Developments shall be approved as a Conditional Use under Planned Use Development (PUD) standards and procedures of Section 100-53. With PUD approval, a Business Mixed Use Development shall not be allowed modifications for the mapped designated locations for Business Mixed Use Development, for maximum density or for maximum building height; except as stated for maximum height.
- (3) **Characteristics of a Business Mixed Use Development.** Each approved Business Mixed Use Development shall achieve the following characteristics:
 - (a) Be located within a business/commercial setting where the addition of multi-family residential dwelling units enhances the business/commercial environment.
 - (b) Be compact and efficiently utilize land pursuant to concepts of Traditional Neighborhood Development, as defined in Wisconsin Statutes.
 - (c) Provide multi-family residential with a sufficient proportion of commercial and open space uses in close proximity to one another on the same development site.
 - (d) Provide a housing choice or choices to enhance an active and growing economic base.
 - (e) Improve aesthetics of the built environment and be aesthetically synergistic with village atmosphere and its respective business district.
 - (f) Proper and adequate public sanitary sewer and public water facilities are available to serve the development site.
 - (g) Proper and adequate storm water and water quality facilities are provided.

- (h) Conformance with the performance standards to a maximum multi-family density of 20 dwelling units per acre.
- (4) **Underlying Zoning.** Each Business Mixed Use Development shall be approved with an underlying business zoning district consistent with the base land use designated for the site pursuant to the Comprehensive Plan.
- (5) **Maximum Principal Building Number of Stories and Height.**
- (a) Within the Interstate Planning District: Maximum of four (4) stories to a maximum height of 52 feet. With Plan Commission and Village Board approval, architectural appurtenances as defined in Section 100-29 may extend the maximum height to 60 feet.
 - (b) Within the South Main Street/River South Planning District: Maximum of four (4) stories, of which a maximum of three (3) stories may be residential, to a maximum of 52 feet. With Plan Commission and Village Board approval, architectural appurtenances as defined in Section 100-29 may extend the maximum height to 60 feet.
- (6) **Maximum Density.** The maximum multi-family residential density shall be 20 dwelling units per net acre of the entire development site, with net acre meaning the gross size of a site minus any right-of-way. Furthermore, the Business Mixed Use Development shall conform to all Performance Standards for Business Mixed Use Development Approval listed in Section 100-54 (7).
- (7) **Performance Standards for Business Mixed Use Development Approval.**
- (a) **Purpose.** It is the purpose of the performance standards to ensure the Business Mixed Use Development meets the definition and the characteristics for a Business Mixed Use Development, and provides for the general health, safety and welfare of the public.
 - (b) **Ingress/Egress.** Two routes of ingress/egress to an external public right-of-way shall be provided. A boulevard-style driveway may count as two routes; however, a secondary emergency ingress/egress route shall be provided. The Mukwonago Fire Chief may require additional ingress/egress routes.
 - (c) **Parking.** The minimum number of parking spaces as required for business in Article V of this Chapter 100 shall be provided, with either outside surface parking spaces or within an enclosed garage accessible to the public, including handicapped parking spaces. The minimum number of parking spaces required for residential shall be one (1) enclosed garage space per dwelling unit plus one (1) additional space per dwelling unit that may be within an enclosed garage or as outside surface spaces. An additional 0.25 space per dwelling unit shall be provided for guest parking either enclosed but accessible to guests or outside surface spaces. No detached garage parking spaces are permitted except as a multi-story parking structure providing spaces to both the businesses and residential dwelling within the Business Mixed Use Development. However, the Plan

Commission may recommend and the Village Board may require additional parking spaces for residential.

- (d) **Driveway and Parking Design.** All internal driveways and parking lots shall be completed with a solid paved and dustless surface. All internal driveways and parking lots shall be completely surrounded by concrete curb and gutter, except for pedestrian ramps and openings for storm drainage, and except when parking spaces abut to pedestrian sidewalks raised from the surface of the driveway or parking.
- (e) **Public Safety Access.** The site shall be designed to allow police and fire access to each building, including provision that Mukwonago Fire Department ladder apparatus can correctly position on a flat and paved surface to reach unit porches and/or windows on the top floor surrounding 75% of each building exterior.
- (f) **Proportion.** Any building with residential shall have a length (in feet) at least 1.5 times the maximum height (in feet) of the building.
- (g) **Architectural Design of Buildings.** The following standards apply to the architectural design of buildings of a mixed-use development.
 1. Exterior building colors shall be non-reflective, subtle, neutral, or earth tone. The use of high intensity colors, metallic colors, black, or fluorescent colors shall be prohibited. Building trim and architectural accent elements may feature brighter colors, but such colors shall be muted, not metallic, not fluorescent and not specific to particular uses or tenants. Standard corporate and trademark colors shall be permitted only on sign face and copy areas.
 2. Four-Sided Architecture; All sides of the building or buildings shall be similar in articulation and use of materials.
 3. Building design shall be composed of a suitable mix of the allowed materials shown within the following chart.

Building Materials	Allowable for use as or at: (X means material is allowed)				
	Base/Bottom of Building	Middle of Building	Top of Building	Trim/Accent Material	Additional Standards (see below)
Brick (Face/Veneer/Tile)	X	X	X	X	
Concrete Panels, Tilt-up or Precast	X	X	X	X	A
EIFS/Synthetic Stucco			X	X	B
Fiber-Cement Siding/Panels	X	X	X	X	

Glass Curtain Wall System	X	X	X	X	
Glass Storefront	X	X	X	X	
Metal Panels		X	X	X	C
Reflective Glass/Spandrel				X	D
Split Face Block	X	X	X	X	E
Stone/Stone Veneer	X	X	X	X	
Stucco; Hand-Laid			X	X	B
Vinyl Siding				X	F, D
Wood/Wood Composite		X	X	X	F

A—Shall incorporate horizontal and vertical articulation and modulation, including but not limited to changes in color and texture, or as part of a palette of materials.

B—Shall not be within three (3) feet from the floor of common access pedestrian areas or where high pedestrian traffic is anticipated as well as at least one floor above ground level.

C—Shall be used in conjunction with a palette of materials; shall be a heavy gauge (20 gauge or higher) metal, and; shall be non-reflective.

D—Shall be used in limited quantities as an accent material.

E—Shall be used in conjunction with a palette of materials and shall not comprise more than 33% of any building wall adjacent to a public street or walkway.

F—Shall be used in limited quantities (maximum 10% coverage) due to its limited durability.

(h) Façade Articulation. Consistent with the design of traditional storefront buildings, new buildings shall be divided into smaller increments through articulation of the façade. This can be achieved through combinations of the following techniques and other techniques that may meet the intent of this standard:

1. Stepping back or extending forward a portion of the façade, called façade modulation.
2. Vertical divisions using different textures or materials, although materials may be drawn from a common palette.
3. Division of the first floor exterior into storefronts, with separate display windows and entrances.
4. Variation in roof lines by alternating dormers, stepped roofs, gables or other roof elements to reinforce articulation or modulation.
5. Use of arcades, awnings, window bays or porches at intervals equal to the articulation interval.

- (i) **Street-Facing Facades.** No blank walls shall be permitted to face the public street, sidewalks, or other public spaces such as plazas. Elements such as windows, door, columns, changes in material, and similar details shall be used to add visual interest.
- (j) **Landscaping.** The following standards apply to landscaping of a multiple-family development. In addition, the minimum greenspace on a multiple-family property approved under these performance standards shall be 25% in the B-2 and B-3 zoning districts, and 35% in the B-4 and B-5 zoning districts.
1. Areas not covered by buildings, pavement and sidewalks, and storm water and water quality management facilities shall be landscaped with a suitable, permanent ground cover with the planting of deciduous and coniferous trees, decorative trees, scrubs/bushes and flowers. The use of benches, fountains, tables, monuments, etc. are encouraged to enhance the overall landscape and aesthetics of the development.
 2. There shall be planted, at a minimum, 0.25 deciduous and/or coniferous tree per dwelling unit in addition to shrubs/bushes and flowers. The Plan Commission may require additional plantings to enhance appearance and create buffers.
 3. The use of berms and decorative fencing shall be utilized to enhance the landscaping to buffer neighboring uses.
 4. Storm water management and water quality run-off control features shall be incorporated into the overall landscape plan and utilized as a site amenity. The use of rain gardens, green roofs and/or other infiltration storm water design is strongly encouraged.
 5. The entire site shall be designed so that each dwelling unit from its interior has views of outside landscaping and amenities.
 6. Preserved environmental features on a site shall be incorporated into the landscape plan for viewing and/or passive enjoyment by residents of the development.
 7. All landscaping and landscaping enhancements shall be maintained in good condition after installation at all times. Property owner or owners shall replace any plant material that becomes diseased, deteriorated or no longer growing within 90 days.
 8. The landscaping plan shall conform to standards of Chapter 34 of the Municipal Code for the preservation and planting of trees.
- (k) **Amenities.** Amenities shall be provided to enhance enjoyment of the site by residents of the development and to enhance site aesthetics. While the amount and extent of provided amenities may be determined by the size of

the development in terms of land area and allowed number of dwelling units, the Plan Commission and the Village Board approval of the conditional use will consider the amount of provided amenities.

1. The types of interior building amenities may include: fitness room(s), club house or community/party room(s), game room(s), secure additional storage room or area for residents, porches/balconies, manned on-site management office, etc.
2. The types of exterior site amenities may include: natural or paved pedestrian paths, paths and sidewalks connecting to off-site paths or sidewalks, fitness trails, swimming pool and other sports/athletic facilities, outdoor gathering areas, decorative parking lot lighting, a landscape plan beyond the minimum requirements, clearly marked building/unit addresses complimentary to the building design, etc.

- (l) **Conformance with Other Standards.** The entire site design shall conform to other development standards of the Village of Mukwonago and other agencies and may be amended from time to time. The other standards may include, but are not limited to sewer and water design, street design, storm water management and water quality, shoreland setbacks, preservation of environmental features, exterior lighting, fire code, etc.
- (m) **Additional Guidelines.** The Plan Commission and the Village Board may adopt guidelines to supplement the standards of this Section 100-54. The guidelines may be amended from time to time.

EXHIBIT A

ORDINANCE NO. 927

Business Mixed Use Development Standards

Section 100-54. Business Mixed Use Overlay Standards.

- (1) **Location.** Business Mixed Use Overlay Standards, defined as Business Mixed Use Development in Section 100-29, may be utilized as a development tool only within the Interstate Planning District and the South Main Street/River South Planning District as described and mapped within the Comprehensive Plan. Furthermore, within the stated planning districts, the Business Mixed Use Overlay Standards may be utilized only on properties designated for a Business Mixed Use Land Use within the corresponding maps of the Comprehensive Plan for the stated planning districts.
- (2) **Approval.** Business Mixed Use Developments shall be approved as a Conditional Use under Planned Use Development (PUD) standards and procedures of Section 100-53. With PUD approval, a Business Mixed Use Development shall not be allowed modifications for the mapped designated locations for Business Mixed Use Development, for maximum density or for maximum building height; except as stated for maximum height.
- (3) **Characteristics of a Business Mixed Use Development.** Each approved Business Mixed Use Development shall achieve the following characteristics:
 - (a) Be located within a business/commercial setting where the addition of multi-family residential dwelling units enhances the business/commercial environment.
 - (b) Be compact and efficiently utilize land pursuant to concepts of Traditional Neighborhood Development, as defined in Wisconsin Statutes.
 - (c) Provide multi-family residential with a sufficient proportion of commercial and open space uses in close proximity to one another on the same development site.
 - (d) Provide a housing choice or choices to enhance an active and growing economic base.
 - (e) Improve aesthetics of the built environment and be aesthetically synergistic with village atmosphere and its respective business district.
 - (f) Proper and adequate public sanitary sewer and public water facilities are available to serve the development site.
 - (g) Proper and adequate storm water and water quality facilities are provided.

- (h) Conformance with the performance standards to a maximum multi-family density of 20 dwelling units per acre.
- (4) **Underlying Zoning.** Each Business Mixed Use Development shall be approved with an underlying business zoning district consistent with the base land use designated for the site pursuant to the Comprehensive Plan.
- (5) **Maximum Principal Building Number of Stories and Height.**
- (a) Within the Interstate Planning District: Maximum of four (4) stories to a maximum height of 52 feet. With Plan Commission and Village Board approval, architectural appurtenances as defined in Section 100-29 may extend the maximum height to 60 feet.
 - (b) Within the South Main Street/River South Planning District: Maximum of four (4) stories, of which a maximum of three (3) stories may be residential, to a maximum of 52 feet. With Plan Commission and Village Board approval, architectural appurtenances as defined in Section 100-29 may extend the maximum height to 60 feet.
- (6) **Maximum Density.** The maximum multi-family residential density shall be 20 dwelling units per net acre of the entire development site, with net acre meaning the gross size of a site minus any right-of-way. Furthermore, the Business Mixed Use Development shall conform to all Performance Standards for Business Mixed Use Development Approval listed in Section 100-54 (7).
- (7) **Performance Standards for Business Mixed Use Development Approval.**
- (a) **Purpose.** It is the purpose of the performance standards to ensure the Business Mixed Use Development meets the definition and the characteristics for a Business Mixed Use Development, and provides for the general health, safety and welfare of the public.
 - (b) **Ingress/Egress.** Two routes of ingress/egress to an external public right-of-way shall be provided. A boulevard-style driveway may count as two routes; however, a secondary emergency ingress/egress route shall be provided. The Mukwonago Fire Chief may require additional ingress/egress routes.
 - (c) **Parking.** The minimum number of parking spaces as required for business in Article V of this Chapter 100 shall be provided, with either outside surface parking spaces or within an enclosed garage accessible to the public, including handicapped parking spaces. The minimum number of parking spaces required for residential shall be one (1) enclosed garage space per dwelling unit plus one (1) additional space per dwelling unit that may be within an enclosed garage or as outside surface spaces. An additional 0.25 space per dwelling unit shall be provided for guest parking either enclosed but accessible to guests or outside surface spaces. No detached garage parking spaces are permitted except as a multi-story parking structure providing spaces to both the businesses and residential dwelling within the Business Mixed Use Development. However, the Plan

Commission may recommend and the Village Board may require additional parking spaces for residential.

- (d) **Driveway and Parking Design.** All internal driveways and parking lots shall be completed with a solid paved and dustless surface. All internal driveways and parking lots shall be completely surrounded by concrete curb and gutter, except for pedestrian ramps and openings for storm drainage, and except when parking spaces abut to pedestrian sidewalks raised from the surface of the driveway or parking.
- (e) **Public Safety Access.** The site shall be designed to allow police and fire access to each building, including provision that Mukwonago Fire Department ladder apparatus can correctly position on a flat and paved surface to reach unit porches and/or windows on the top floor surrounding 75% of each building exterior.
- (f) **Proportion.** Any building with residential shall have a length (in feet) at least 1.5 times the maximum height (in feet) of the building.
- (g) **Architectural Design of Buildings.** The following standards apply to the architectural design of buildings of a mixed-use development.
 1. Exterior building colors shall be non-reflective, subtle, neutral, or earth tone. The use of high intensity colors, metallic colors, black, or fluorescent colors shall be prohibited. Building trim and architectural accent elements may feature brighter colors, but such colors shall be muted, not metallic, not fluorescent and not specific to particular uses or tenants. Standard corporate and trademark colors shall be permitted only on sign face and copy areas.
 2. Four-Sided Architecture; All sides of the building or buildings shall be similar in articulation and use of materials.
 3. Building design shall be composed of a suitable mix of the allowed materials shown within the following chart.

Building Materials	Allowable for use as or at: (X means material is allowed)				
	Base/Bottom of Building	Middle of Building	Top of Building	Trim/Accent Material	Additional Standards (see below)
Brick (Face/Veneer/Tile)	X	X	X	X	
Concrete Panels, Tilt-up or Precast	X	X	X	X	A
EIFS/Synthetic Stucco			X	X	B
Fiber-Cement Siding/Panels	X	X	X	X	

Glass Curtain Wall System	X	X	X	X	
Glass Storefront	X	X	X	X	
Metal Panels		X	X	X	C
Reflective Glass/Spandrel				X	D
Split Face Block	X	X	X	X	E
Stone/Stone Veneer	X	X	X	X	
Stucco; Hand-Laid			X	X	B
Vinyl Siding				X	F, D
Wood/Wood Composite		X	X	X	F

A—Shall incorporate horizontal and vertical articulation and modulation, including but not limited to changes in color and texture, or as part of a palette of materials.

B—Shall not be within three (3) feet from the floor of common access pedestrian areas or where high pedestrian traffic is anticipated as well as at least one floor above ground level.

C—Shall be used in conjunction with a palette of materials; shall be a heavy gauge (20 gauge or higher) metal, and; shall be non-reflective.

D—Shall be used in limited quantities as an accent material.

E—Shall be used in conjunction with a palette of materials and shall not comprise more than 33% of any building wall adjacent to a public street or walkway.

F—Shall be used in limited quantities (maximum 10% coverage) due to its limited durability.

(h) Façade Articulation. Consistent with the design of traditional storefront buildings, new buildings shall be divided into smaller increments through articulation of the façade. This can be achieved through combinations of the following techniques and other techniques that may meet the intent of this standard:

1. Stepping back or extending forward a portion of the façade, called façade modulation.
2. Vertical divisions using different textures or materials, although materials may be drawn from a common palette.
3. Division of the first floor exterior into storefronts, with separate display windows and entrances.
4. Variation in roof lines by alternating dormers, stepped roofs, gables or other roof elements to reinforce articulation or modulation.
5. Use of arcades, awnings, window bays or porches at intervals equal to the articulation interval.

- (i) **Street-Facing Facades.** No blank walls shall be permitted to face the public street, sidewalks, or other public spaces such as plazas. Elements such as windows, door, columns, changes in material, and similar details shall be used to add visual interest.
- (j) **Landscaping.** The following standards apply to landscaping of a multiple-family development. In addition, the minimum greenspace on a multiple-family property approved under these performance standards shall be 25% in the B-2 and B-3 zoning districts, and 35% in the B-4 and B-5 zoning districts.
1. Areas not covered by buildings, pavement and sidewalks, and storm water and water quality management facilities shall be landscaped with a suitable, permanent ground cover with the planting of deciduous and coniferous trees, decorative trees, scrubs/bushes and flowers. The use of benches, fountains, tables, monuments, etc. are encouraged to enhance the overall landscape and aesthetics of the development.
 2. There shall be planted, at a minimum, 0.25 deciduous and/or coniferous tree per dwelling unit in addition to shrubs/bushes and flowers. The Plan Commission may require additional plantings to enhance appearance and create buffers.
 3. The use of berms and decorative fencing shall be utilized to enhance the landscaping to buffer neighboring uses.
 4. Storm water management and water quality run-off control features shall be incorporated into the overall landscape plan and utilized as a site amenity. The use of rain gardens, green roofs and/or other infiltration storm water design is strongly encouraged.
 5. The entire site shall be designed so that each dwelling unit from its interior has views of outside landscaping and amenities.
 6. Preserved environmental features on a site shall be incorporated into the landscape plan for viewing and/or passive enjoyment by residents of the development.
 7. All landscaping and landscaping enhancements shall be maintained in good condition after installation at all times. Property owner or owners shall replace any plant material that becomes diseased, deteriorated or no longer growing within 90 days.
 8. The landscaping plan shall conform to standards of Chapter 34 of the Municipal Code for the preservation and planting of trees.
- (k) **Amenities.** Amenities shall be provided to enhance enjoyment of the site by residents of the development and to enhance site aesthetics. While the amount and extent of provided amenities may be determined by the size of

the development in terms of land area and allowed number of dwelling units, the Plan Commission and the Village Board approval of the conditional use will consider the amount of provided amenities.

1. The types of interior building amenities may include: fitness room(s), club house or community/party room(s), game room(s), secure additional storage room or area for residents, porches/balconies, manned on-site management office, etc.
2. The types of exterior site amenities may include: natural or paved pedestrian paths, paths and sidewalks connecting to off-site paths or sidewalks, fitness trails, swimming pool and other sports/athletic facilities, outdoor gathering areas, decorative parking lot lighting, a landscape plan beyond the minimum requirements, clearly marked building/unit addresses complimentary to the building design, etc.

- (l) **Conformance with Other Standards.** The entire site design shall conform to other development standards of the Village of Mukwonago and other agencies and may be amended from time to time. The other standards may include, but are not limited to sewer and water design, street design, storm water management and water quality, shoreland setbacks, preservation of environmental features, exterior lighting, fire code, etc.
- (m) **Additional Guidelines.** The Plan Commission and the Village Board may adopt guidelines to supplement the standards of this Section 100-54. The guidelines may be amended from time to time.

EXHIBIT A

ORDINANCE NO. 925

Planned Unit Development Overlay Regulations

Section 100-53. Planned Unit Development Overlay Regulations. This Section 100-53 describes the terms and provisions under which a Planned Unit Development Overlay is considered and approved, describing regulatory intent, standards and criteria for consideration, status of prior approved Planned Unit Developments, modifications to Village development codes that are allowed through this process, modifications to Village development codes that are not allowed, approval stages, submittal requirements, criteria for approval of a Planned Unit Development Overlay and other provisions to administer consideration and approval. Furthermore, the Village may provide additional guidelines to establish a Planned Unit Development Overlay.

- (1) **Regulatory Intent.** A Planned Unit Development Overlay District, as defined under Planned Unit Development in Section 100-29, is a regulatory process allowing modifications to a development plan to meet overall community land use goals and density criteria without being bound by exact development standards of an individual zoning district. The process provides a flexible regulatory framework designed to allow developers greater freedom, imagination and flexibility in the development of land while ensuring substantial compliance with the basic intent of the comprehensive plan and zoning code. In the Village of Mukwonago, a Planned Unit Development is an overlay district approved as a Conditional Use which does not appear on the municipal zoning map until a Planned Unit Development Overlay District is approved for the development site.
- (2) **Standards and Criteria Established.** Each Planned Unit Development Overlay District is approved as a Conditional Use. Planned Unit Developments, as defined in Section 100-29, are substantially different in character from other Conditional Uses and for this reason, specific standards and criteria are hereby established to regulate each Planned Unit Development Overlay District. The following describe general standards and criteria in the use and approval of a Planned Unit Development Overlay District.
 - (a) A minimum property size of two (2) acres is required for a property owner to request a Planned Unit Development Overlay District.
 - (b) At time of approval, a Planned Unit Development Overlay District shall be in a unified ownership either in a single property or a grouping of properties in the unified ownership. Nothing in the Planned Unit Development Overlay District approval shall prevent future land division or sale of all or portions of the development, such as condominium ownership. Approval of a Planned Unit Development Overlay District may specify the terms of development phasing and timing of land division or sale.
 - (c) The development type allowed in a Planned Unit Development Overlay District shall be consistent with the land use descriptions and policies for the subject property of the Village Comprehensive Plan, and shall be approved

with an underlying base zoning district. A Planned Unit Development Overlay District may be approved with multiple underlying base zoning districts to improve the orderly development of the unified site, or when other underlying base zoning districts must remain pursuant to other requirements, such as a floodplain district.

- (d) Uses permitted in a Planned Unit Development Overlay District shall conform to uses permitted in the underlying base zoning district or districts. Individual structures shall comply with the specific building area and height requirements of the underlying base zoning district, except when height regulations of the underlying base zoning district allows flexibility via the Planned Unit Development process. All open space of the underlying base zoning district shall be complied with either individually or by providing the combined open space required for the entire development in one (1) or more locations within the development. However, a Planned Unit Development Overlay District approved as a Business Mixed Use Overlay District or a Village Center Overlay Zoning District shall conform to the standards of that specific overlay district as outlined in this Chapter 100.
 - (e) All zoning districts allowed in this Chapter may be utilized as underlying base zoning district or districts in a Planned Unit Development Overlay District, except for residential districts that permit single family development.
 - (f) Approval by the Village Board, with recommendation from the Plan Commission, shall include a detailed list of allowed modifications from zoning and other Village Municipal Code requirements along with a detailed list of approved development plans. Each Planned Unit Development shall be further regulated by a Developer's Agreement.
- (3) **Prior Approved Planned Unit Developments.** The Village of Mukwonago has allowed prior Planned Unit Developments in specific zoning districts with a specific set of criteria. While Planned Unit Development approval via the prior criteria is no longer an option within this Chapter 100; nonetheless, developments approved pursuant to prior criteria remain in good standing if conforming to the plans and standards approved for each specific Planned Unit Development. Any requested change in the approved plans or standards shall be amended through this process of Section 100-53.
- (4) **Modifications Allowed.** To create a unified development that is economically successful to both the developer/owner and the Village, and to require high quality standards for site design, architectural design, landscaping, proper infrastructure, environmental protections and protection of persons and property, modifications to any development standard may be allowed, except for those listed in subsection (5) of this Section. With approval of modifications, the Village may require aesthetic enhancements to the development design, and may require design enhancements and property maintenance standards for the protection of persons and property. Generally, a typical Planned Unit Development Overlay District will involve the following modifications to normal development standards.

- (a) **Setbacks.** Building, parking lot and drive aisle setbacks may be modified. With reduced setbacks, the Village may require larger setbacks on another part of the property and may require additional landscaping or use of berms, for example, to offset a lesser setback. Through a Planned Unit Development, drive aisle setbacks may be modified or eliminated to promote cross access between adjacent properties in separate ownerships. Approval of a Planned Unit Development may set a minimum standard for distance between buildings within the same Planned Unit Development.
- (b) **Greenspace.** Minimum greenspace setbacks may be modified. With reduced setbacks, the Village may require larger setbacks on another part of the property and may require additional landscaping or use of berms, or additional or larger parking lot landscaped islands, for example, to offset a lesser setback.
- (c) **On-Site Parking.** Modifications to on-site parking requirements may occur, especially in a unified development where various uses on the site have different parking demand times throughout the day or week and allows shared parking between uses, or when a use of uses on a property have an established lower parking demand than required by the parking standards. Parking modifications may apply to parking space and aisle minimum widths and sizes for uses that display vehicles or equipment. Through Planned Unit Development modifications, the Village may establish design standards for any requested parking structure.
- (d) **Architectural Design.** Modifications to the minimum architectural standards of the underlying zoning district may occur to enhance and provide greater quality to a development than the minimum standards allow, or to enhance an architectural theme of a unified development.
- (e) **Architectural Embellishments.** In non-residential developments, modifications to building height maximums may occur to provide architectural embellishments, such as a spire or clock tower that is part of an architectural theme.
- (f) **Multiple Buildings on a Site.** Modifications may occur to allow multiple principal buildings on a site and/or to allow buildings normally considered accessory structures, such as clubhouses, pavilions, gazebos, etc.
- (g) **Outdoor Display.** Modifications may occur to allow outdoor displays of goods for sale within the adjacent principal building. The Village may establish standards for location, type, amount and duration of outdoor display.
- (h) **Exterior Lighting.** Modifications may occur to allow for taller parking lot lighting poles to reduce the amount of light poles needed to provide adequate parking lot light coverage. The Village may establish standards for pole and lighting luminaire design.
- (i) **Signage.** Modifications may occur to allow for larger individual wall signs and which side of a building wall signs is allowed to increase visibility of a

business or businesses in a unified development that is not in a traditional strip-mall design. Modifications may occur to the location and amount of freestanding signs within a unified development.

- (j) **Property Size.** Modifications may occur to underlying zoning standards for any lot size, width or depth requirement for sites within unified developments that may be divided and sold after approval, such as a satellite lot for an outbuilding within a retail development. This modification allowance also applies to an outlot division to allow for orderly site development, such as an outlot for a storm water management basin or property reserved for future right-of-way purposes.

(5) Modifications Not Allowed. The following standards shall not be modified.

- (a) Residential Dwelling Unit Density (as described in the underlying zoning district standards as dwelling units per acre).
- (b) Maximum Building Height (as described in the underlying zoning district standards as maximum number of stories or maximum height in feet), except when height regulations of the underlying base zoning district allows flexibility via the Planned Unit Development process.
- (c) Parking Lot and Aisle Width Dimensions (within customer and employee parking areas).
- (d) Building Codes and other Life Safety Codes.
- (e) Village Development Codes (infrastructure design standards, storm water management and erosion control standards and other environmental protection standards).
- (f) Required Floodplain, Wetland or Shoreland Setbacks.
- (g) Use within designated floodplains, wetland areas or environmental corridors.

(6) Approval Stages. All proposals for Planned Unit Development Overlay are submitted and approved in two stages, except under subparagraph (c) below:

- (a) General Development Plan. The first stage is a general development plan which shows the entire property holding. The general development plan shows the general locations of buildings or building envelopes, common open spaces, parking and drive areas, principal landscape features and all public infrastructure planned for the entire unified development site. If the development is proposed to occur in phases, sequence of development should be indicated. It is recognized that general development plans are often submitted prior to the identification of the ultimate land user or the specific land uses.
- (b) Detailed or Final Development Plan. The second stage is a detailed or final development plan which shows detailed plans and information for that portion

of a project which is intended for construction in the near future. Frequently detailed plans are submitted for only those portions of the total project area shown in the general development plan which are planned for immediate development. Subsequent phases of development are shown in separate detailed plans prepared at the time of development.

- (c) With any proposed Planned Unit Development Overlay with a unified property size of five (5) acres or less, the applicant may choose to go directly to Detailed or Final Development Plan approval. In this case, the requirements for submittal and review for a general development plan and a detailed or final development plan shall be combined.

(7) Submittal Requirements.

(a) General Development Plan.

1. A site map drawn to a scale of 1" equals 100' or greater, showing existing topography and vegetation.
2. A site plan drawn to a scale of 1" equals 100' or greater, showing proposed public streets, access points for private drives and driveways, proposed building envelopes and the location of common open space or preserved green areas.
3. Conceptual landscape plan showing the general location of new plant materials, landscaped features and screens and berms. Areas where mature vegetation is to be removed must be shown on the conceptual landscape plan.
4. Conceptual grading plan showing general site drainage, the location of on-site stormwater management facilities, and any modification of the existing topography.
5. Photographs of the site and the adjoining properties.
6. If available, building elevations or photographs of other comparable buildings constructed on other sites.

(b) Detailed plan submittal requirements.

1. Detail site plan based on a certified survey, condominium plat or subdivision plat, showing precise locations and size of all elements shown on the general development plan.
2. Building plan showing exterior elevations and floor plans of each building proposed for construction. The plans shall include descriptions of materials and colors. The Plan Commission may request material and color samples. Include finished ground and basement floor grades.

3. Engineering plan showing existing and proposed topography with contours at intervals not exceeding two feet, proposed drainage patterns, site grading plan, sanitary sewer system, storm sewer system and water supply system, all subject to approval by the Village Engineer.
4. Landscape planting plan showing the type, size, and location of plantings, retaining walls and other landscape features.
5. A Storm Water Management Plan and Erosion Control Plan as required by this Municipal Code.
6. Other special documents showing such other design components and related information as may be required by the Plan Commission or Village Board. These may include, but are not limited to, maintenance agreements, development agreements, plan(s) of operation, property owner's association documentation, and deed restrictions.

(8) Criteria for Approval. The intent of the PUD procedures is to enable the developer to have greater flexibility in planning for land uses and site design than would be permitted under standard zoning provisions. However, there are some general criteria that the Plan Commission will follow in reviewing and approving PUDs. Criteria for approval include:

- (a) A Planned Development may be allowed by the Plan Commission where natural features are determined to warrant preservation.
- (b) Existing mature vegetation and natural topography will be preserved to the greatest extent feasible.
- (c) The character and intensity of the proposed development must be compatible with existing and planned land uses on nearby and adjoining properties.
- (d) The proposed development must not result in diminishment of property values of adjoining or nearby properties.
- (e) Existing and planned street and highway improvements are adequate to handle the projected volumes of traffic generated by the proposed development.
- (f) There is adequate capacity in the public sanitary sewer and stormwater sewer system to handle projected demand.
- (g) The proposed circulation system and the design and layout of utilities have taken into account existing and potential streets and utility systems on adjoining parcels.

- (h) The extent of paving, drainage, patterns or topographic modifications will not disrupt natural drainage patterns on adjoining or nearby sites or otherwise result in environmental damage to downstream areas.

(9) Application Procedure and Required Information.

- (a) Preliminary staff consultation. A petitioner shall have a preliminary consultation with the Village Administrator and such other Village staff and consultants that the Administrator deems needed and appropriate to conduct a preliminary review of the application.
- (b) Preliminary Plan Commission consultation. An applicant may meet with the Plan Commission for a preliminary consultation prior to formally submitting a conditional use application. The purpose of the preliminary consultation is to discuss the proposed request, review the local regulations and policies applicable to the project, and discuss the land use implications of the proposal.
- (c) Application and general development plan.
 - 1. The applicant shall submit a conditional use application in accordance with the application procedure described in this chapter. In addition to the required information, a general development plan shall be submitted to the Plan Commission and Village Board for review.
 - 2. In addition, other documents or related information may be required by the Plan Commission and Village Board, which may include, but is not limited to, economic impact and market feasibility studies, soil borings and site environmental analysis.
 - 3. The general development plan and related information shall be available for public inspection prior to any public hearing for conditional use zoning on the proposed project.

(10) Resolution on Conditions and Restrictions.

- (a) A Planned Unit Development Overlay may be regulated by specific and additional standards and modifications different from conventional zoning regulations. To accomplish this, the Plan Commission may recommend and the Village Board may adopt by resolution specific conditions and restrictions for each Planned Unit Development Overlay project. The specific conditions and restrictions may specify permitted uses, density standards, including lot area, yard setbacks, open space, dwelling unit size and distribution, and other appropriate regulations.
- (b) The resolution containing the conditions and restrictions may also include other nonstandard or non-uniform requirements, regulations and provisions as recommended by the Plan Commission and approved by the Village Board. Such nonstandard requirements, regulations and provisions shall be

designed to ensure proper development and appropriate operation and maintenance of each specific Planned Unit Development Overlay project.

- (c) Owners, their heirs, successors, and assigns shall agree by contract with the Village to comply with all applicable laws and regulations, including the specific conditions and restrictions adopted to regulate a specific planned development project.

(11) Detailed Plans and Information.

- (a) After conditional use zoning has been granted based upon the information shown in the general development plan, detailed plans and information covering that portion of the total project which is intended for construction shall be submitted for approval prior to the issuance of a building permit.
- (b) The detailed plans and information shall be submitted to the Plan Commission for its review and approval at least 30 days prior to the expected date of approval by the Plan Commission. After approval by the Plan Commission, all detailed plans and information shall be submitted to the Village Board along with any written statement of the Plan Commission findings and recommendations within 45 days. The Village Board shall approve all detailed plans and information prior to the issuance of a building permit or any other permits.
- (c) The detailed plans and information shall cover that portion of the project which is intended for construction and shall include all data required this chapter.

(12) Common Open Space. All residential Planned Unit Development Overlay shall provide permanent common open space. The open space may be in public ownership or in private ownership with an open space easement to assure that the open space will be permanent. The common open space area shall be conveniently accessible to all residential dwelling units within a planned development and is further defined as follows:

- (a) Common open space includes:
 - (1) Land area of the site not covered by buildings, parking structures or accessory structures, except recreational structures. Underground parking decks may be counted as open space.
 - (2) Land which is accessible and available to all occupants of dwelling units for whose use the space is intended.
- (b) Common open space does not include:
 - (1) Land area covered by buildings.
 - (2) Proposed street rights-of-way, public or private.

- (3) Open parking areas and driveways for dwellings.
- (4) Public or private walkways.
- (5) School sites.
- (6) Commercial areas and the buildings, accessory buildings, parking and loading facilities for these commercial areas.
- (7) Land determined unsuitable by the Plan Commission.

(13) Maintenance of Project.

- (a) Should the owner of a Planned Unit Development Overlay fail to properly operate or maintain the project or premises to the extent that a nuisance is caused to occupants or neighbors or constitutes a nuisance to nearby properties, the Village may refuse to approve subsequent stages of development until the situation and/or method of operation has been corrected.
- (b) Should the owner of a planned development fail to adequately perform maintenance functions, such as snow and ice removal, weed cutting or trash disposal, the Village shall have the right to perform such functions or to contract for their accomplishment at the expense of the owner of the Planned Unit Development Overlay.
- (c) The care and maintenance of common open space shall be insured either by establishment of appropriate management organization for the project or by an agreement with the Village for establishment of a special district for the project area on the basis of which the Village shall provide the necessary maintenance service and levy the costs thereof as a special assessment on the tax bills of the properties within the project area. In any case, the Village shall have the right to carry out and levy an assessment for the cost of any maintenance which it feels necessary if it is not otherwise taken care of to the satisfaction of the Village.

(14) Changes or Revisions.

- (a) All changes, revisions or additions to any aspect of an approved Planned Unit Development Overlay project shall be submitted to the Plan Commission for review and consideration; except minor plan revisions to comply with conform to health and safety standards may be approved by the Zoning Administrator.
- (b) A public hearing shall be held by the Plan Commission and a written recommendation to approve, approve with conditions, or deny shall be submitted to the Village Board prior to a final decision by the Board.

(15) Relationship to Subdivision Control Ordinance.

- (a)** Any planned development which initially involves a division of land or any successive division of land shall be subject to the regulations of Chapter 45 of this Municipal Code.
- (b)** However, the design standards and required improvement in Chapter 45 may be modified or waived upon recommendation by the Plan Commission and approval by the Village Board where strict compliance may result in not achieving the design flexibility necessary to achieve the objectives of the planned development.

(16) Failure to Comply. Failure to comply with the conditions and restrictions as herein established and specifically made applicable to a specific planned development shall be cause for termination of the approval for such project. At least 15 days' notice shall be given to the developer to appear before the Plan Commission and answer any such charges of noncompliance. If the Plan Commission finds the charges substantiated, they may recommend such termination of the project approval if the situation is not satisfactorily adjusted within a specified period.

Village of Mukwonago
440 River Crest Court, P.O. Box 206
Mukwonago, WI 53149
Phone: (262) 363-6420
Fax: (262) 363-6425
www.villageofmukwonago.com

VILLAGE OF MUKWONAGO
SITE PLAN, ARCHITECTURAL, AND PLANNED
UNIT DEVELOPMENT (PUD) APPLICATION
Application Fee: Below

Date Submitted: 3/7/18

FEES

(Please check one)

- Minor Site Plan (Buildings less than 600 sq. ft.): \$135.00 plus \$.02 per sq. ft.
- Site Plan and/or Architectural Review: \$250.00 plus \$.02 per sq. ft.
- Conceptual Site Plan and/or Architectural Review: \$200.00 plus \$.02 per sq. ft.
- Planned Unit Development (PUD) Review: \$185.00 plus \$25.00/unit
- Resubmittal of or Amendment to Site Plan and/or Architectural Review: \$200.00

CONTACTS

Zoning and Planning Department
Contact: Bruce Kaniewski
Phone: (414) 339-4105
Fax: (262) 363-6425
Email: planner@villageofmukwonago.com

GUIDELINES

The undersigned petition is to consider a request, as stated herein, for the specified parcel(s) of land and will be reviewed by the Plan Commission and Village Board of the Village of Mukwonago. The application packet must be filed with the Village Clerk at least 30 days prior to the meeting of the Planning Commission at which action is desired. The Plan Commission meets on the second Tuesday of each month at 6:30 p.m.

Materials listed below must be provided to the Village of Mukwonago in accordance with Village Municipal Code Chapter 100 Article IX. Section 100-601(f) and other pertinent sections of Village ordinances, and, as necessary, to permit review that is consistent with proper planning practice. The Village will strive to accommodate reasonable requests for informal preliminary staff review, however the Village shall not place any items on the agenda for Plan Commission consideration until such time as the application is complete in accordance with all requirements specified on this and other attached application forms.

Mail completed applications to: Village Planner
ATTN: Site Plan/Architectural Plan/Planned Unit Development
PO Box 206
Mukwonago, WI 53149
Deliver to: Village Clerk's Office
440 River Crest Court
Email to: planner@villageofmukwonago.com

Complete, accurate and specific information must be entered. Please Print.

APPLICANT (Full Legal Name)

Name: Thomas L. Larson
Company: Family Ventures of Mukwonago, LLC.
Address: N7152 Bowers Rd. City: Elkhorn State: WI Zip: 53121
Daytime Phone: (262) 642-9286 Fax: (262) 642-9228
E-Mail: tommy@teronomy.com

APPLICANT IS REPRESENTED BY (Full Legal Name)

Name: Paul Van Henkelum
Company: Cardinal Engineering, LLC.
Address: 201 Broad St. Suite B City: Lake Geneva State: WI Zip: 53147
Daytime Phone: (262) 757-8776 Fax: _____
E-Mail: paul@cardinalengineeringwi.com

ARCHITECT

Name: James Jendusa, P.E.
Company: Jendusa Design & Engineering, Inc.
Address: 4615 Vettelson Rd. Suite 200 City: Hartland State: WI Zip: 53029
Daytime Phone: (262) 264-6340 Fax: (866) 326-1552
E-Mail: jim@jendusaeng.com

PROFESSIONAL ENGINEER

Name: Ryan Cardinal
Company: Cardinal Engineering, LLC.
Address: 201 Broad St. Suite B City: Lake Geneva State: WI Zip: 53147
Daytime Phone: (262) 757-8776 Fax: _____
E-Mail: ryan@cardinalengineeringwi.com

REGISTERED SURVEYOR

Name: Paul Van Henkelum
Company: Cardinal Engineering, LLC.
Address: 201 Broad St. Suite B City: Lake Geneva State: WI Zip: 53147
Daytime Phone: (262) 757-8776 Fax: _____
E-Mail: paul@cardinalengineeringwi.com

CONTRACTOR

Name: Tony L. Larson
Company: Teronomy Builders, Inc.
Address: N7152 Bowers Rd. City: Elkhorn State: WI Zip: 53121
Daytime Phone: (262) 642-9286 Fax: (262) 642-9228
E-Mail: tony@teronomy.com

PROPERTY INFORMATION

Property Owner (s) (if different from applicant): Family Ventures of Mukwonago, LLC.
Address: N7152 Bowers Rd. City: Elkhorn State: WI Zip: 53121
Daytime Phone: (262) 642-9286 Fax: (262) 642-9228
E-Mail: tommy@teronomy.com
Present Zoning: PUD Tax Key No(s): _____
Location/Address: Near Wolf Run Mukwonago, WI
Present Use: Agricultural Intended Use: Mixed Use Development

PROCEDURAL CHECKLIST FOR SITE PLAN/ARCHITECTURAL PLAN/PUD REVIEW AND APPROVAL

Submittals for review must include and be accompanied by the following:

Application:

- Completed application form including the procedural checklist.
- Application fee: See page 1.
- Agreement for Reimbursable Services (separate application).

Other Documents:

- Five(5) complete sets of Application and materials, in addition to the original, for Village of Mukwonago review.
 - Project Summary: Please attach a statement detailing the reasons and background for this request including: details of proposal, services provided, wares sold, plans and hours of operation, number of employees, frequency of customer visits, frequency of deliveries to site, description of any interior/exterior modifications or additions to be made to property, any outside storage (dumpsters, trucks, materials...), number of parking stalls, screening/buffer type, any other information available. **PLEASE EXPLAIN IN DETAIL.**
 - Electronic Submittals are required.** Email (or CD ROM) with all plans and submittal materials in Adobe PDF to planner@villageofmukwonago.com.
 - Any additional information as determined by Village staff.
- Upon receipt of a complete submittal, staff review will be conducted within ten business days.
 - All Site Plan, Architectural, and Planned Unit Development review requests require Plan Commission review and Village Board approval.

CERTIFICATION

Applicant hereby certifies that:

1. All of the above statements and other information submitted as part of this application are true and correct to the best of his or her knowledge.
2. Affirms that no Village of Mukwonago elected or appointed official or employee has a proprietary interest in the above referenced property for which this applications being filed (except as stated below under "Exceptions").
3. None of the above referenced individuals has been promised or given any contract for consultation, planning or construction in relation to this project (except as stated below under "Exceptions").
4. Applicant has read and understands all information in this packet.

Applicant further understands the policies of the Village regarding change of zonings and property development. Conditions of the resolution regarding all approvals are strictly followed. Certificates of Occupancy are not given until all conditions of approval have been met

By the execution of this application, applicant hereby authorizes the Village of Mukwonago or its agents to enter upon the property during the hours of 7:00 am to 7:00 pm daily for the purpose of inspection. Applicant grants this authorization to enter even if this land has been posted against trespassing pursuant to Section 943.13 WI Stats.

(The applicant's signature must be from a Managing Member if the business is an LLC, or from the President or Vice President if the business is a corporation. A signed applicant's authorization letter may be provided in lieu of the applicant's signature below, and a signed property owner's authorization letter may be provided in lieu of the property owner's signature[s] below. If more than one, all of the owners of the property must sign this Application).



 Signature - Property Owner

 Family Ventures of Mukwonago, LLC
 Name & Title (PRINT)

 March 7, 2019
 Date

 Signature - Property Owner

 Name & Title (PRINT)

 Date



 Signature - Applicant

 Family Ventures of Mukwonago, LLC
 Name & Title (PRINT)

 March 7, 2019
 Date

Paul Van Henkelum
 Signature - Applicant's Representative

 Paul Van Henkelum, P.E., P.L. S.
 Name & Title (PRINT)

 March 7, 2019
 Date

FOR OFFICE USE ONLY	
Date Paid	Receipt #
Plan Commission Date(s)	Village Board Date(s)
Escrow Required? <input type="checkbox"/> Yes <input type="checkbox"/> No	Escrow Amount
Plan Commission Disposition	
Village Board Disposition	

**LAND USE ACTION
OWNER AUTHORIZATION**

The Village of Mukwonago requires a signature of one or more Owners of property which is subject of an application. This form, when duly executed, allows an Owner to authorize an Agent to sign on the Owner's behalf in all matters related to making the application.

AUTHORIZATION AS AGENT

I (we), hereby authorize Family Ventures of Mukwonago, LLC, to act as my (our) Agent in this application for the Maple Centre Development.

Douglas DeBack

(Print)

Douglas DeBack

(Signature)

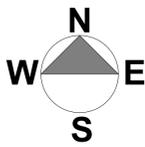
3-14-19

(Date)

Maple Centre

Development

Mukwonago, Wisconsin



- 

2" Emeral Maple = 27
- 

2" Autumn Maple = 33
- 

2" Crab Apple = 22
- 

2" Honey Locust = 38
- 

15" Gold Mound Spirea = 598
- 

15" Pink Mound Spirea = 342
- 

Red Rock Granite
- 

Sod
- 

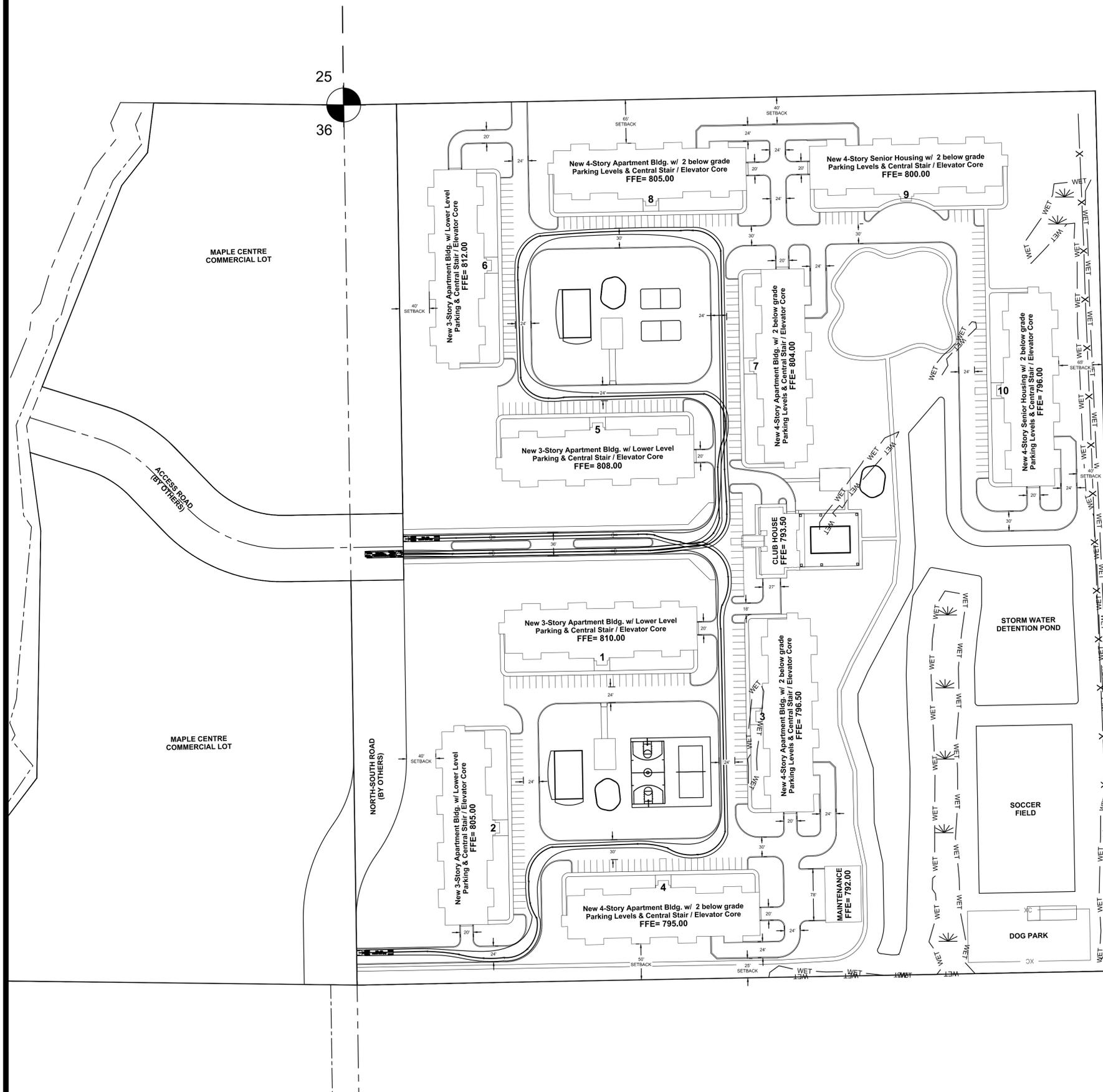
Wood Chips (Mulch)
- 

Daylily Stella De Oro = 303
- 

15" Dwarf Compact Burning Bush = 543

Maple Centre Development Village of Mukwonago, WI

PRELIMINARY SITE PLAN AND TURNING TEMPLATE EXHIBIT



Turning Template Shown:
• WB-50 Movements

Dumpster Locations Not Shown:
• Inside Buildings

SITE STATISTICS

EXISTING:

GREENSPACE 1,412,115 SF (100%)
IMPERVIOUS AREA 000,000 SF (0%)
TOTAL SITE AREA 1,412,115 SF

PROPOSED:

GREENSPACE 812,185 SF (58%)
IMPERVIOUS AREA 599,930 SF (42%)
TOTAL SITE AREA 1,412,115 SF

BUILDING STATISTICS

4 3-STORY BUILDINGS 55 UNITS EACH
4 4-STORY BUILDINGS 78 UNITS EACH
2 SENIOR BUILDINGS 70 UNITS EACH
10 PROPOSED BUILDINGS 672 UNITS

CLUBHOUSE HAS 2 UNITS ABOVE
674 UNITS TOTAL

PARKING STATISTICS

REQUIRED:

PER SEC. 100-402. PARKING AND PARKING LOT REQUIREMENTS

Parking stall and aisle minimum dimensions, for non-handicapped stalls

- Minimum area: One hundred eighty square feet
- Minimum width for all standard stalls: Nine feet
- Minimum width for angled stalls: Ten feet
- Minimum width for parallel parking stalls: Eight feet
- Minimum parking lot aisle width: Twenty-four feet

1 ENCLOSED STALL AND 1 OUTDOOR STALL PLUS 0.25 STALL (GUEST) PER UNIT

$674 + 674 + 0.25(674) = 1516.5$ STALLS TOTAL

ACCESSIBLE STALLS = 26, 4 VAN (NOT SHOWN)

PROVIDED:

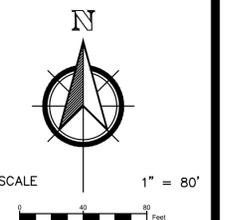
ALL PARKING STALLS ARE 9.75' WIDE X 18.5' DEEP = 180.375 SF

UNDERGROUND

4 3-STORY BUILDINGS 55 STALLS EACH 220 STALLS
4 4-STORY BUILDINGS 108 STALLS EACH 432 STALLS
2 SENIOR BUILDINGS 108 STALLS EACH 216 STALLS
868 STALLS

ABOVEGROUND

285 STALLS
1153 STALLS TOTAL (-364 SHORT)



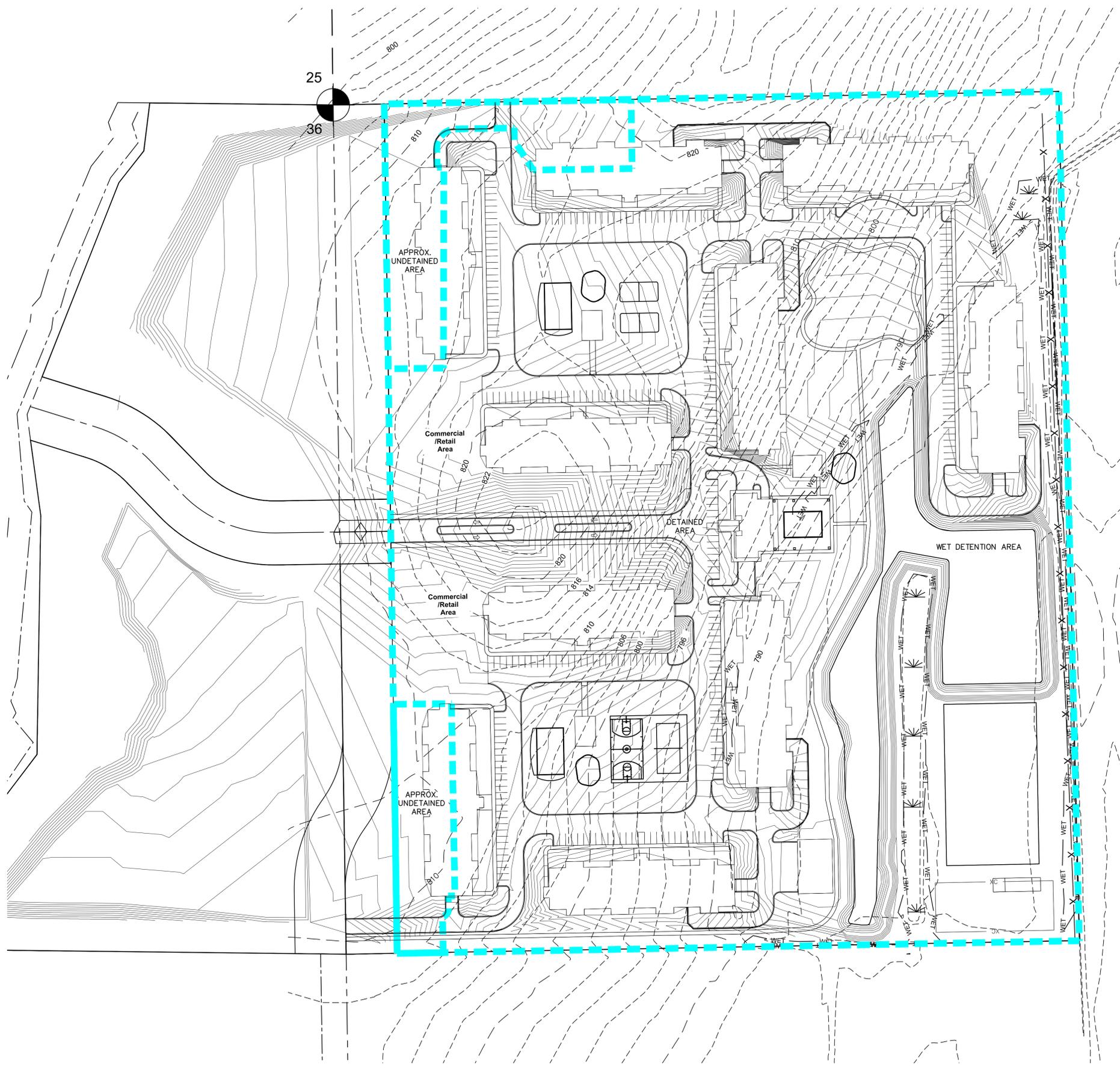
DATE 03/07/2019
SHEET 1 OF 1



201 BROAD STREET, STE. B
LAKE GENEVA, WI 53147
262-757-8776

Maple Centre Development Village of Mukwonago, WI

PRELIMINARY STORM WATER MANAGEMENT PLAN EXHIBIT



Per Village of Mukwonago Chapter 34, Division 4 Storm Water Management & Erosion Control Ordinance:

- The rainfall depths used are as follows:
- 1-year, 24-hour=2.4 inches
 - 2-year, 24-hour=2.7 inches
 - 10-year, 24-hour=3.81 inches
 - 100-year, 24-hour=6.18 inches

The pre-development runoff curve numbers for cropland used are as follows:

- A 55
- B 69
- C 78
- D 83

The average annual rainfall data used is from:

- Milwaukee between March 28 and December 6, 1969

The rainfall distribution used is:

- MSE3

For post-construction sites with 1 acre or more of land disturbance the following is required:

- TSS Reduction - minimum 80%
- Total Phosphorus Reduction - Report but no minimum required

For post-construction sites with 1 acre or more of land disturbance, the following is required:

- Peak post-development discharge rate for the 1-year, 2-year, 10-year and 100-year, 24-hour design storms shall not exceed the peak pre-development discharge rate for the 1-year, 2-year, 2-year and 10-year, 24-hour design storms, respectively.

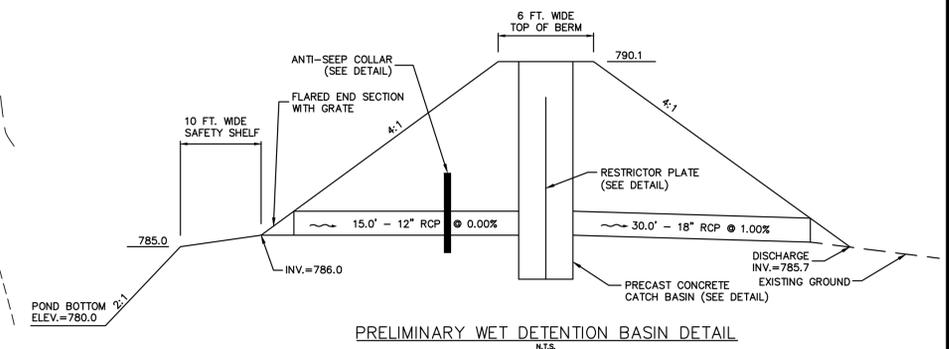
PRELIMINARY HYDROLOGY SUMMARY

EXISTING:

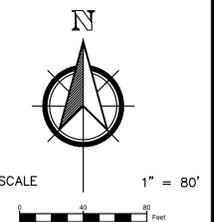
	RUNOFF
1-YEAR	113.63 CFS
2-YEAR	16.90 CFS
10-YEAR	43.14 CFS
100-YEAR	3.34 CFS

PROPOSED:

	INFLOW	RUNOFF	HWL
1-YEAR	43.79 CFS	2.32 CFS	786.69
2-YEAR	56.19 CFS	3.07 CFS	786.84
10-YEAR	106.41 CFS	7.70 CFS	787.49
100-YEAR	223.78 CFS	19.73 CFS	789.09



PRELIMINARY WET DETENTION BASIN DETAIL
N.T.S.



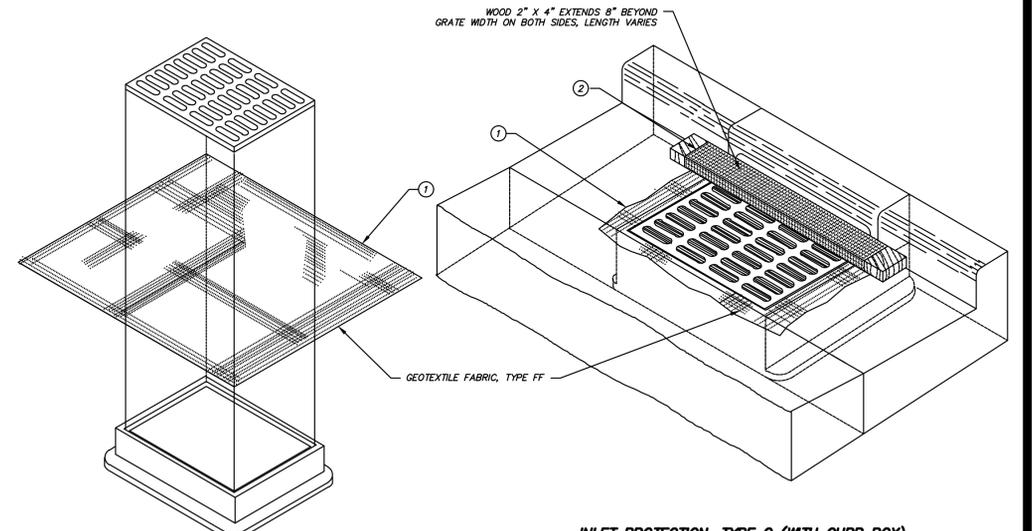
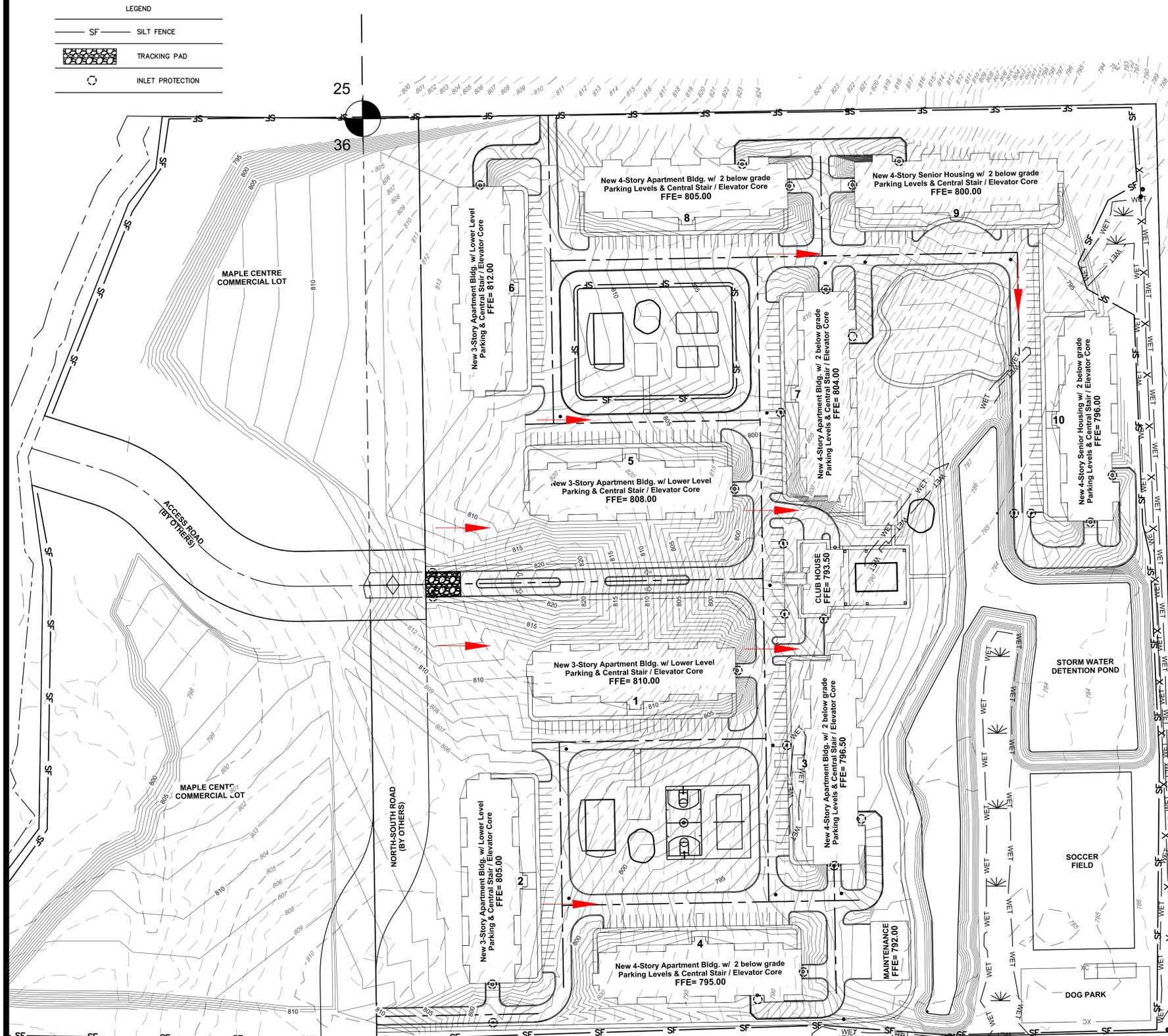
DATE 03/07/2019
SHEET 1 OF 1



201 BROAD STREET, STE. B
LAKE GENEVA, WI 53147
262-757-8776

Maple Centre Development Village of Mukwonago, WI

PRELIMINARY GRADING AND EROSION CONTROL PLAN EXHIBIT

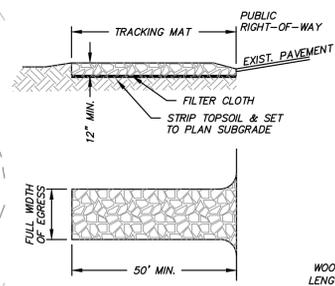


INLET PROTECTION, TYPE B (WITHOUT CURB BOX)
(CAN BE INSTALLED ON ANY INLET TYPE)

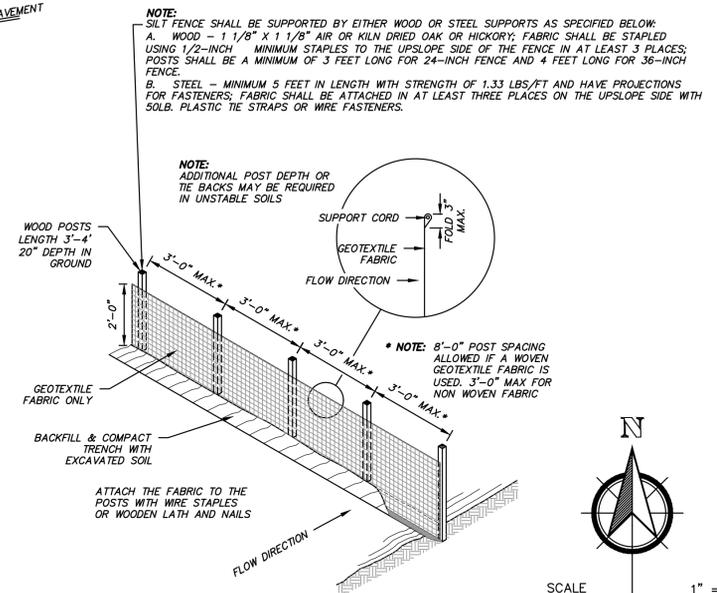
- FABRIC SIZE SHALL BE 8" (MIN) GREATER ON ALL SIDES OF THE INLET COVER TO PROVIDE A HAND HOLD WHEN MAINTENANCE OR REMOVAL IS REQUIRED.
- FOR INLET PROTECTION, TYPE C, WITH A CURB BOX, AN ADDITIONAL 18" OF FABRIC IS WRAPPED AROUND THE WOOD AND SECURED WITH STAPLES. THE WOOD SHALL NOT BLOCK THE ENTIRE HEIGHT OF THE CURB BOX.

INLET PROTECTION, TYPE C (WITH CURB BOX)

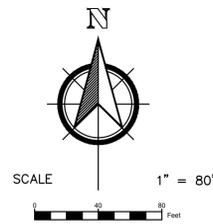
GENERAL NOTES:
FABRIC SHALL BE REPLACED AT THE ENGINEER'S DISCRETION.
MANUFACTURED ALTERNATIVES APPROVED AND LISTED ON THE DEPARTMENT'S EROSION CONTROL PRODUCT ACCEPTABILITY LIST MAY BE SUBSTITUTED FOR THE INLET PROTECTION TYPE SPECIFIED.
WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED ON THE GEOTEXTILE FABRIC DOES NOT FALL INTO THE INLET. ANY MATERIAL FALLING INTO THE INLET SHALL BE REMOVED IMMEDIATELY.

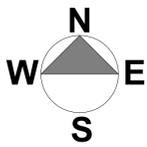


STONE TRACKING PAD DETAIL



SILT FENCE DETAIL





 2" Emeral Maple
● 15" Gold Mound Spirea
● Daylily Stella De Oro

 2" Autumn Maple
● 15" Pink Mound Spirea
● 15" Dwarf Compact Burning Bush

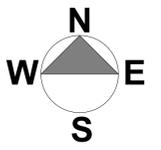
 2" Crab Apple

 2" Honey Locust

 Red Rock Granite

 Sod

 Wood Chips(Mulch)



Mukwonago, Wisconsin



- 42" Boulevard lights
- Wall mount lights on Building
- 12" Ground lighting by Pool
- 42" Trail lighting
- Soffit lighting on Clubhouse
- Light poles for basketball tennis and volley ball courts lights on timers

MAPLE CENTRE

4-story Plan

Mukwonago, WI 53149

Sheet Index

- T1.0 - Title Sheet
- A1.0 - Lower Level & Upper Level Parking Plan
- A1.1 - Overall 1st, 2nd & 3rd Floor Plans
- A1.2 - Overall 4th Floor & Loft Floor Plan

Code Summary

The following codes and code editions were used in assembling the design:

- 2015 International Building Code (IBC)
- 2009 International Mechanical Code (IMC)
- 2009 International Electrical Code (IEC)
- 2009 International Plumbing Code (IPC)
- Fair Housing Act Accessibility Guidelines (FHAAG)
- Americans with Disabilities Act Accessibility Guidelines (ADAAG)
- 2003 International Code Council's American National Standard (ICC-ANSI A117.1)
- Minimum Property Standards for Housing (MPSH)
- Wisconsin Commercial Building Code (SPS 361-SPS366)
- Wisconsin Rental Unit Energy Efficiency (SPS 367)

Component Submittal Requirements:

1. The design and submittal of the precast floor plank and precast columns are not included in this submittal. Precast design and submittal shall be by the Precast Mfg. Precast plans to be submitted to the State of Wisconsin, Department of Safety and Professional Services as required by SPS 361.30 (3)
2. The design and submittal of the roof and floor trusses are not included in this submittal. Design and submittal shall be by the component supplier, Component plans to be submitted to the State of Wisconsin, Department of Safety and Professional Services as required by SPS 361.30 (3)

Building Occupancy Criteria

Building Type
VA at Apartments
IA at Underground Parking

Occupancy
Primary Use R-2 Apartment Building
Secondary Use S-2 Underground Parking

ADA Summary
All units to be constructed as Type 'B' units w/ blocking installed in the walls for future modifications as required. Provide two (2) Type 'A' - Accessible Residential Units.

Building Area (78 Units)

Lower Level Garage 20,979 sf.
Upper Level Garage 21,989 sf.
Sub Total 42,978sf

First Floor 21,672 sf.
Second Floor 21,592 sf.
Third Floor 21,592 sf.
Fourth Floor 21,592 sf.
Loft Floor 5,267 sf.
Sub Total 91,715 sf

2HR Fire Wall halves First Floor and above.

Fire Protection

Floor B1 Underground Parking [S-2 Fire Area] to be completely protected with approved fire sprinkler system per IBC 903.2.10 and separated from the first floor with a fire rated separation of 3HR per IBC 510. Sprinkler system to be per NFPA 13 per IBC 903.3.1.1.

First and Second Floor [R-2 Fire Areas] to be completely protected with approved fire sprinkler system per IBC 903.2.8 and provide 1 HR fire rated separation between dwelling units per IBC 709.3 and IBC 712.3 - Sprinkler system to be NFPA 13R per 903.3.1.2

Fire Sprinkler System design and submittal shall be by the System supplier, plans to be submitted to the State of Wisconsin, Department of Safety and Professional Services as required by SPS 361.30 (3)

ADA	Current Unit #	Old Unit #	#Bed	#Bath	Net SF	Loft SF	Total SF	
	178	101	3	2	1295		1295	
	176	102	3	2	1295		1295	
	177	103	2	1	1156		1156	
	174	104	1	1	750		750	
	175	105	2	1	1156		1156	
	172	106	1	1	814		814	
	173	107	1	1	750		750	
	170	108	1	1	750		750	
	171	109	1	1	814		814	
	168	110	1	1	750		750	
	169	111	1	1	750		750	
	166	112	1	2	752		752	
ADA	167	113	2	1	1156		1156	
	164	114	1	1	750		750	
	165	115	2	1	1156		1156	
ADA	162	116	1	1	814		814	
	163	117	3	2	1295		1295	
	160	118	1	1	750		750	
	161	119	2	1	1185		1185	
	278	201	3	2	1295		1295	
	276	202	3	2	1295		1295	
	277	203	2	1	1156		1156	
	274	204	1	1	750		750	
	275	205	2	1	1156		1156	
	272	206	1	1	814		814	
	273	207	1	1	750		750	
	270	208	1	1	750		750	
	271	209	1	1	814		814	
	268	210	1	1	750		750	
	269	211	1	1	750		750	
	266	212	2	2	1105		1105	
	267	213	2	1	1156		1156	
	264	214	1	1	750		750	
	265	215	2	1	1156		1156	
	262	216	1	1	814		814	
	263	217	3	2	1295		1295	
	260	218	1	1	750		750	
	261	219	3	2	1248		1248	
	378	301	3	2	1295		1295	
	376	302	3	2	1295		1295	
	377	303	2	1	1156		1156	
	374	304	1	1	750		750	
	375	305	2	1	1156		1156	
	372	306	1	1	814		814	
	373	307	1	1	750		750	
	370	308	1	1	750		750	
	371	309	1	1	814		814	
	368	310	1	1	750		750	
	369	311	1	1	750		750	
	366	312	2	2	1105		1105	
	367	313	2	1	1156		1156	
	364	314	1	1	750		750	
	365	315	2	1	1156		1156	
	362	316	1	1	814		814	
	363	317	3	2	1295		1295	
	360	318	1	1	750		750	
	361	319	3	2	1225		1225	
	478	401	3	2	1295	244	1539	
	476	402	3	2	1295	244	1539	
	477	403	2	1	750	162	912	
	474	404	2	1	750	162	912	
	475	405	2	1	814	168	982	
	472	406	2	1	814	168	982	
	473	407	2	1	750	162	912	
	470	408	2	1	750	162	912	
	471	409	2	1	750	162	912	
	468	410	2	1	851	186	1037	
	469	411	2	1	814	168	982	
	466	412	2	1	1105	243	1348	
	467	413	2	1	750	162	912	
	464	414	2	1	750	162	912	
	465	415	2	1	750	162	912	
	462	416	2	1	814	168	982	
	463	417	2	1	814	168	982	
	460	418	2	1	750	162	912	
	461	419	2	1	750	162	912	
	458	420	3	2	1249	244	1493	
	459	421	3	2	1295	244	1539	
Totals	2	78	78	140	96	73,883	3,865	77,748

Owner Information:

Teronomy Builders, Inc
N7125 Bowers Road
Elkhorn, Wisconsin 53121

Thomas L. Larson

Contractor Information:

Teronomy Builders, Inc
N7125 Bowers Road
Elkhorn, Wisconsin 53121

Thomas L. Larson

Designer Information:

Jendusa Design & Engineering, Inc
4615 Vettelson Road
Hartland, Wisconsin 53029

James F. Jendusa

Supervising Engineer:

Jendusa Design & Engineering, Inc
4615 Vettelson Road
Hartland, Wisconsin 53029

James F. Jendusa

State Approval Stamp



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REVISIONS
1 CODE 3/20/19 TBI rev

MAPLE CENTRE 4-story Plan

Mukwonago, WI 53149

SHEET TITLE TITLE SHEET

PROJECT NO. 18-5291

DATE 11/2/18

SCALE 3/32" = 1'

CHECKED BY JFJ

DRAWN BY AAM

SHEET T1.0

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REVISIONS
3/20/19 TBI rev

**MAPLE CENTRE
4-story Plan**

Mukwonago, WI 53149

SHEET TITLE
**UPPER &
LOWER
LEVEL PARKING
PLAN**

PROJECT NO. **18-5291**

DATE **11/2/18**

SCALE **AS NOTED**

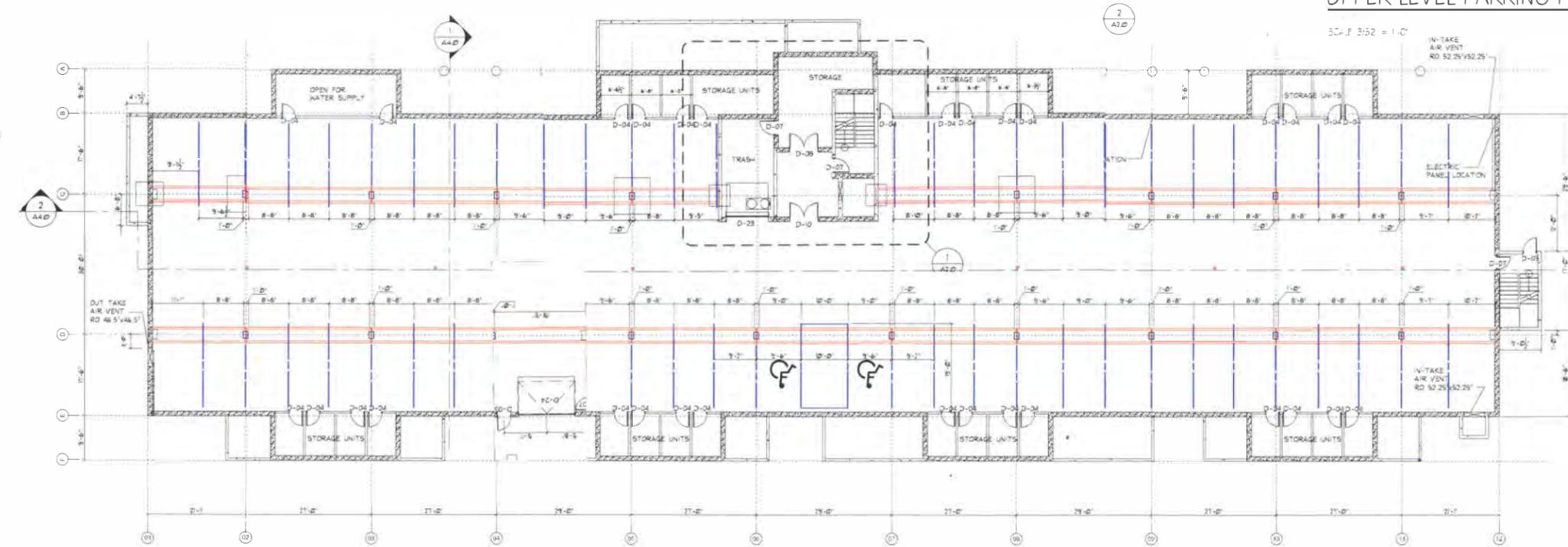
CHECKED BY **JFJ**

DRAWN BY **AAM**

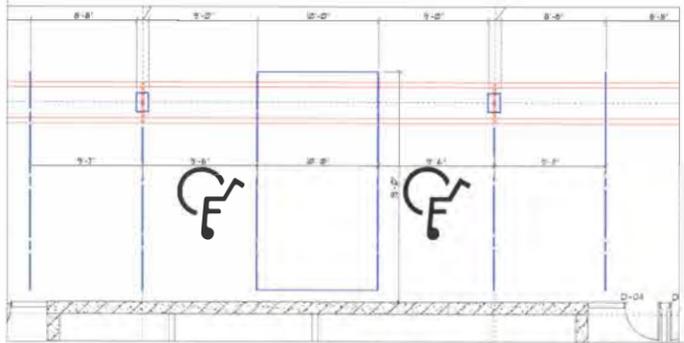
SHEET
A1.0



UPPER LEVEL PARKING PLAN ↑



LOWER LEVEL PARKING PLAN ↑

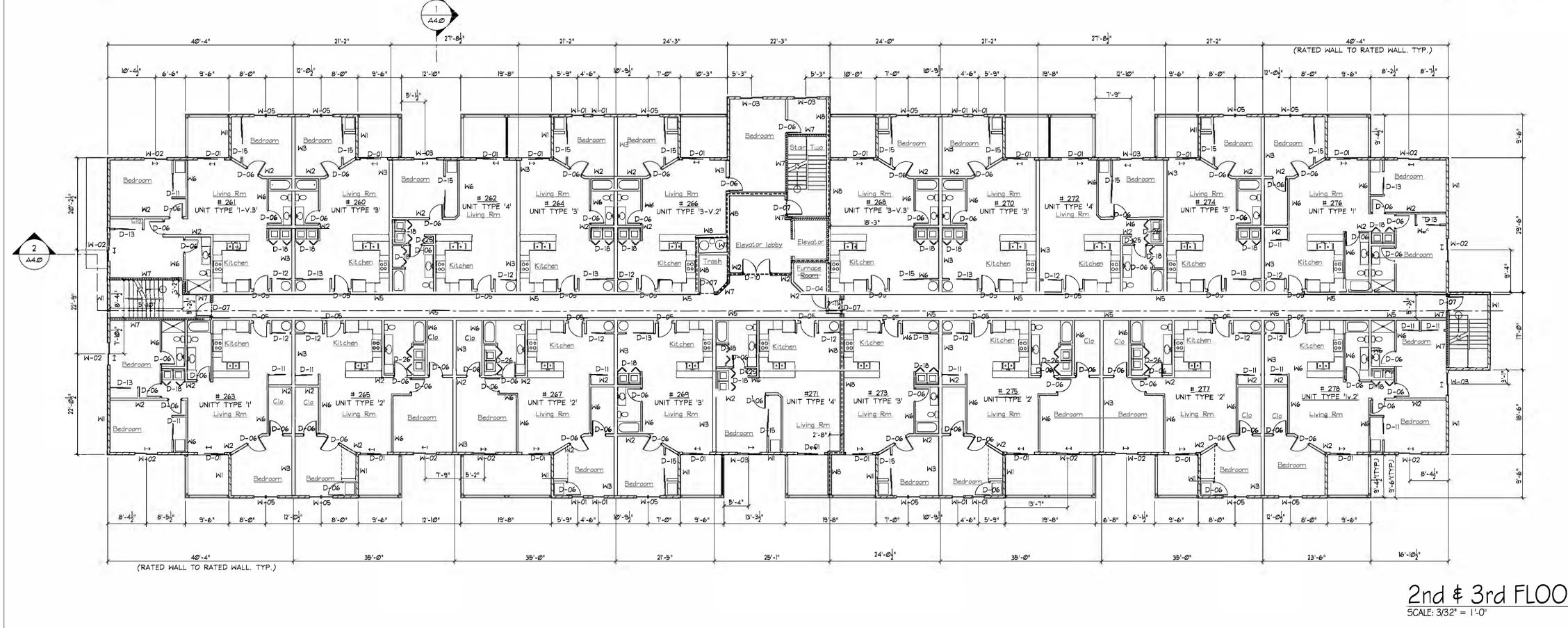
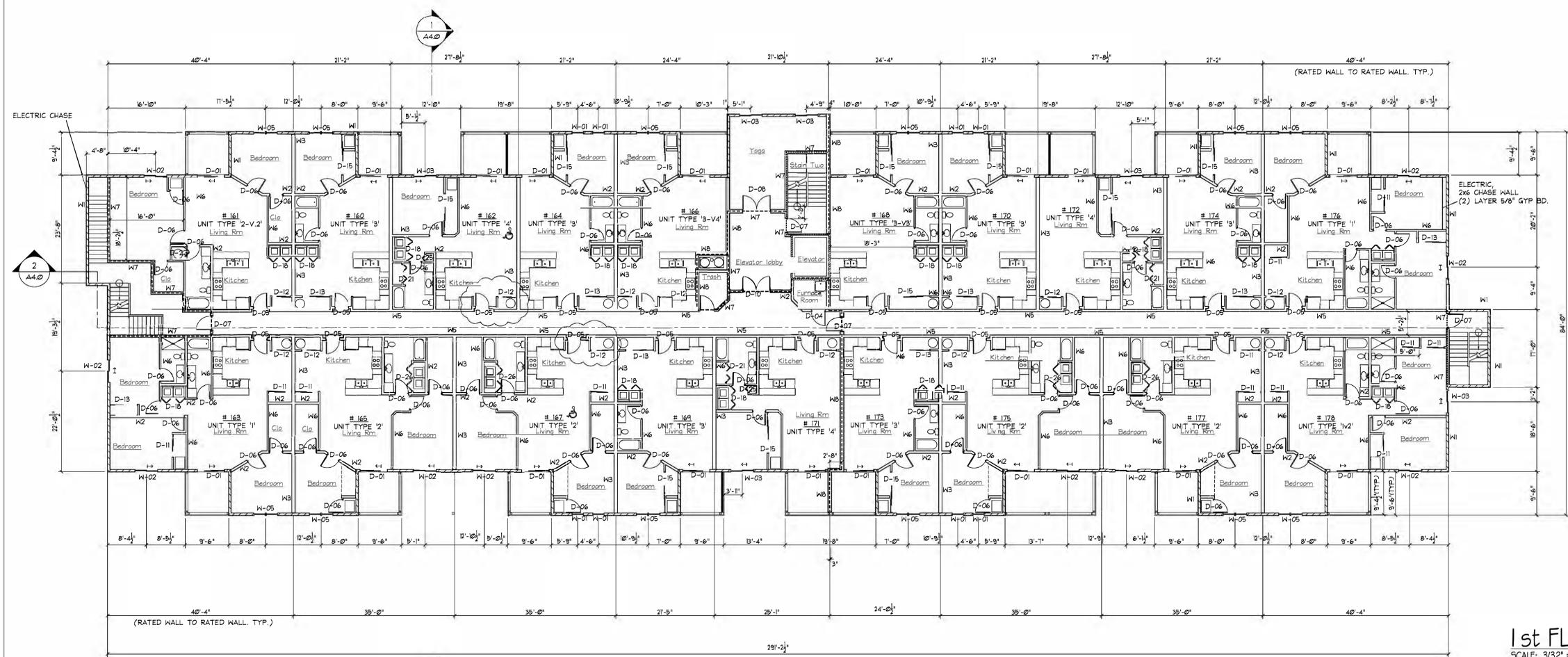


ADA PARKING & ACCESS

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REVISIONS	
1	CODE 3/20/19 TBI rev

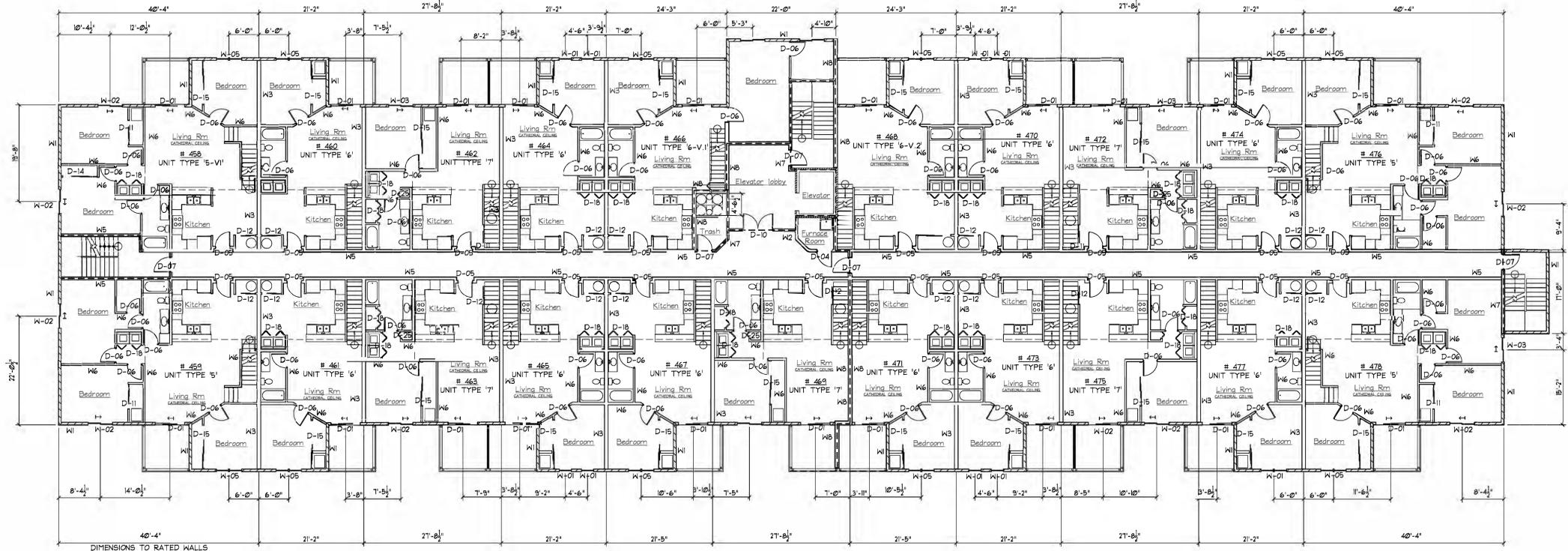


MAPLE CENTRE
4-story Plan
Mukwonago, WI 53149

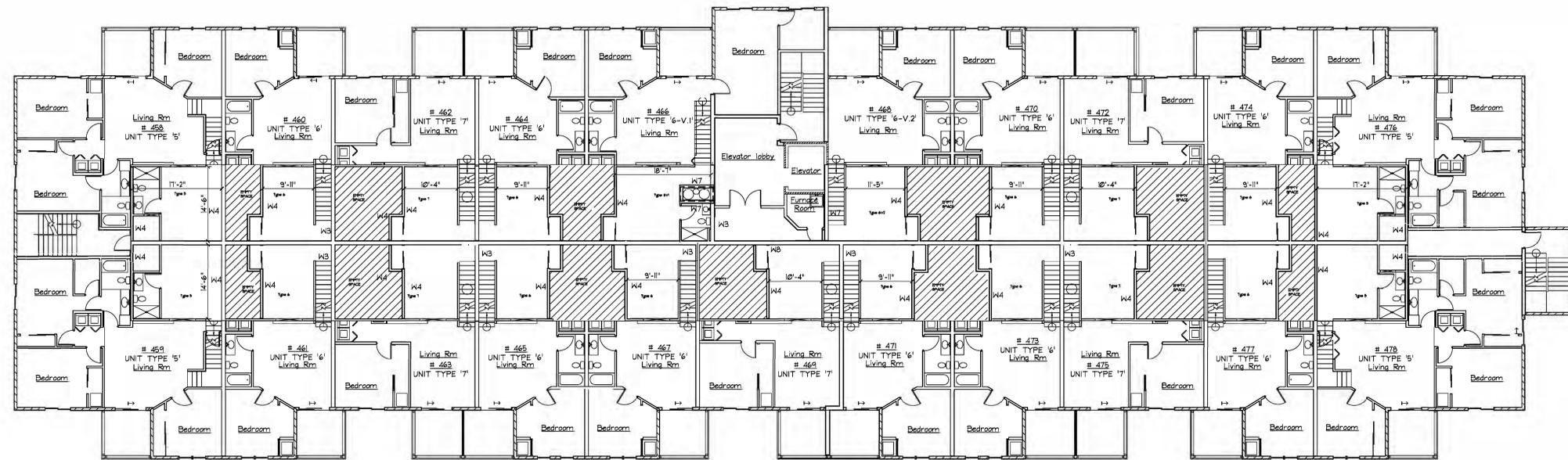
SHEET TITLE
OVERALL
1st, 2nd & 3rd
FLOOR PLANS

PROJECT NO.	18-5291
DATE	11/2/18
SCALE	3/32" = 1'
CHECKED BY	JFJ
DRAWN BY	AAM
SHEET	A1.1

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4th FLOOR PLAN
SCALE: 3/32" = 1'-0"
↑
N



LOFT FLOOR PLAN
SCALE: 3/32" = 1'-0"
↑
N

REVISIONS		
1	CODE	3/20/19 TBI rev

MAPLE CENTRE
4-story Plan

Mukwonago, WI 53149

OVERALL
4th & LOFT
FLOOR PLANS

PROJECT NO.	18-5291
DATE	11/2/18
SCALE	3/32" = 1'
CHECKED BY	JFJ
DRAWN BY	AAM
SHEET	A1.2









Maple Centre

Development



Maple Centre

Development



Maple Centre

Development



Maple Centre

Development



MAPLE CENTRE

4-story Senior Plan

Mukwonago, WI 53149

Sheet Index

- T1.0 - Title Sheet
- A1.0 - Lower Level & Upper Level Parking Plan
- A1.1 - Overall 1st & 2nd Floor Plans
- A1.15 - Overall 3rd Floor Plan
- A1.2 - Overall 4th Floor & Loft Floor Plan

Code Summary

The following codes and code editions were used in assembling the design:

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- 2009 International Mechanical Code (IMC)
- 2009 International Electrical Code (IEC)
- 2009 International Plumbing Code (IPC)
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- Americans with Disabilities Act Accessibility Guidelines (ADAAG)
- 2003 International Code Council's American National Standard (ICC-ANSI A117.1)
- Minimum Property Standards for Housing (MPSH)
- Wisconsin Commercial Building Code (SPS 361-SPS366)
- Wisconsin Rental Unit Energy Efficiency (SPS 367)

Component Submittal Requirements:

1. The design and submittal of the precast floor plank and precast columns are not included in this submittal. Precast design and submittal shall be by the Precast Mfg. Precast plans to be submitted to the State of Wisconsin, Department of Safety and Professional Services as required by SPS 361.30 (3)
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Building Occupancy Criteria

Building Type
VA at Apartments
IA at Underground Parking

Occupancy
Primary Use R-2 Apartment Building
Secondary Use S-2 Underground Parking

ADA Summary
All units to be constructed as Type 'B' units w/ blocking installed in the walls for future modifications as required. Provide two (2) Type 'A' - Accessible Residential Units.

Building Area (70 Units)

Lower Level Garage 20,979 sf.
Upper Level Garage 21,989 sf.
Sub Total 42,978sf

First Floor 21,672 sf.
Second Floor 21,592 sf.
Third Floor 21,592 sf.
Fourth Floor 21,592 sf.
Loft Floor 5,267 sf.
Sub Total 91,715 sf

2HR Fire Wall halves First Floor and above.

Fire Protection

Floor B1 Underground Parking [S-2 Fire Area] to be completely protected with approved fire sprinkler system per IBC 903.2.10 and separated from the first floor with a fire rated separation of 3HR per IBC 510. Sprinkler system to be per NFPA 13 per IBC 903.3.1.1.

First and Second Floor [R-2 Fire Areas] to be completely protected with approved fire sprinkler system per IBC 903.2.8 and provide 1 HR fire rated separation between dwelling units per IBC 709.3 and IBC 712.3 - Sprinkler system to be NFPA 13R per 903.3.1.2

Fire Sprinkler System design and submittal shall be by the System supplier, plans to be submitted to the State of Wisconsin, Department of Safety and Professional Services as required by SPS 361.30 (3)

ADA	Current Unit #	Old Unit #	#Bed	#Bath	Net SF	Loft SF	Total SF
	101		2	1	1185		1295
	102		3	2	1295		1295
	103		2	1	1156		1156
	104		2	1	1156		750
	105		2	1	1156		1156
	106		2	1	1156		814
	107		1	1	752		750
	108		2	1	1156		750
	109		1	1	750		814
	110		2	1	1156		750
	111		2	1	1156		750
	112		2	1	1156		752
ADA	113		2	1	1156		1156
	114		2	1	1156		750
	115		3	2	1295		1156
ADA	116		3	2	1295		814
	201		3	2	1248		1295
	202		3	2	1295		1295
	203		2	1	1156		1156
	204		2	1	1156		750
	205		2	1	1156		1156
	206		2	1	1156		814
	207		2	2	1105		750
	208		2	1	1156		750
	209		1	1	750		814
	210		2	1	1156		750
	211		2	1	1156		750
	212		2	1	1156		1105
	213		2	1	1156		1156
	214		2	1	1156		750
	215		3	2	1295		1156
	216		3	2	1295		814
	301		3	2	1225		1295
	302		3	2	1295		1295
	303		2	1	1156		1156
	304		2	1	1156		750
	305		2	1	1156		1156
	306		2	1	1156		814
	307		1	2	1105		750
	308		1	1	750		750
	309		1	1	750		814
	310		1	1	814		750
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	312		1	1	750		1105
	313		2	1	1156		1156
	314		2	1	1156		750
	315		3	2	1295		1156
	316		2	1	1156		814
	317		3	2	1295		1295
	401		3	2	1249	244	1493
	402		3	2	1295	244	1539
	403		2	1	750	162	912
	404		2	1	750	162	912
	405		2	1	814	168	982
	406		2	1	814	168	982
	407		2	1	750	162	912
	408		2	1	750	162	912
	409		2	1	1105	243	1348
	410		2	1	750	162	912
	411		2	1	851	186	1037
	412		2	1	814	168	982
	413		2	1	750	162	912
	414		2	1	750	162	912
	415		2	1	814	168	982
	416		2	1	750	162	912
	417		2	1	750	162	912
	418		2	1	814	168	982
	419		3	2	1295	244	1539
	420		2	1	750	162	912
	421		3	2	1295	244	1539
Totals	2	70	148	87	73,867	3,865	77,732

Owner Information:

Teronomy Builders, Inc
N7125 Bowers Road
Elkhorn, Wisconsin 53121

Thomas L. Larson

Contractor Information:

Teronomy Builders, Inc
N7125 Bowers Road
Elkhorn, Wisconsin 53121

Thomas L. Larson

Designer Information:

Jendusa Design & Engineering, Inc
4615 Vettelson Road
Hartland, Wisconsin 53029

James F. Jendusa

Supervising Engineer:

Jendusa Design & Engineering, Inc
4615 Vettelson Road
Hartland, Wisconsin 53029

James F. Jendusa

State Approval Stamp



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REVISIONS
1 CODE 3/20/19
TBI rev

MAPLE CENTRE 4-Story Senior Plan

Mukwonago, WI 53149

SHEET TITLE
TITLE SHEET

PROJECT NO. 18-5291

DATE 11/2/18

SCALE 3/32" = 1'

CHECKED BY JFJ

DRAWN BY AAM

SHEET T1.0

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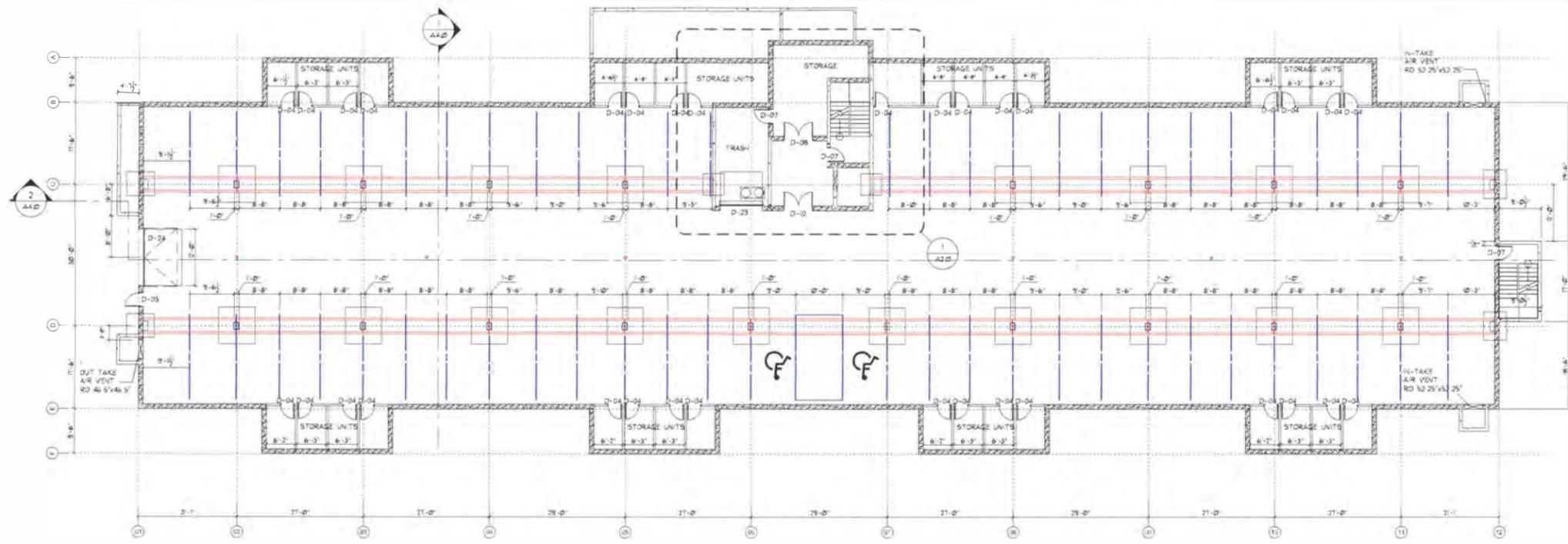
REVISIONS

MAPLE CENTRE
4-story Senior Plan
Mukwonago, WI 53149

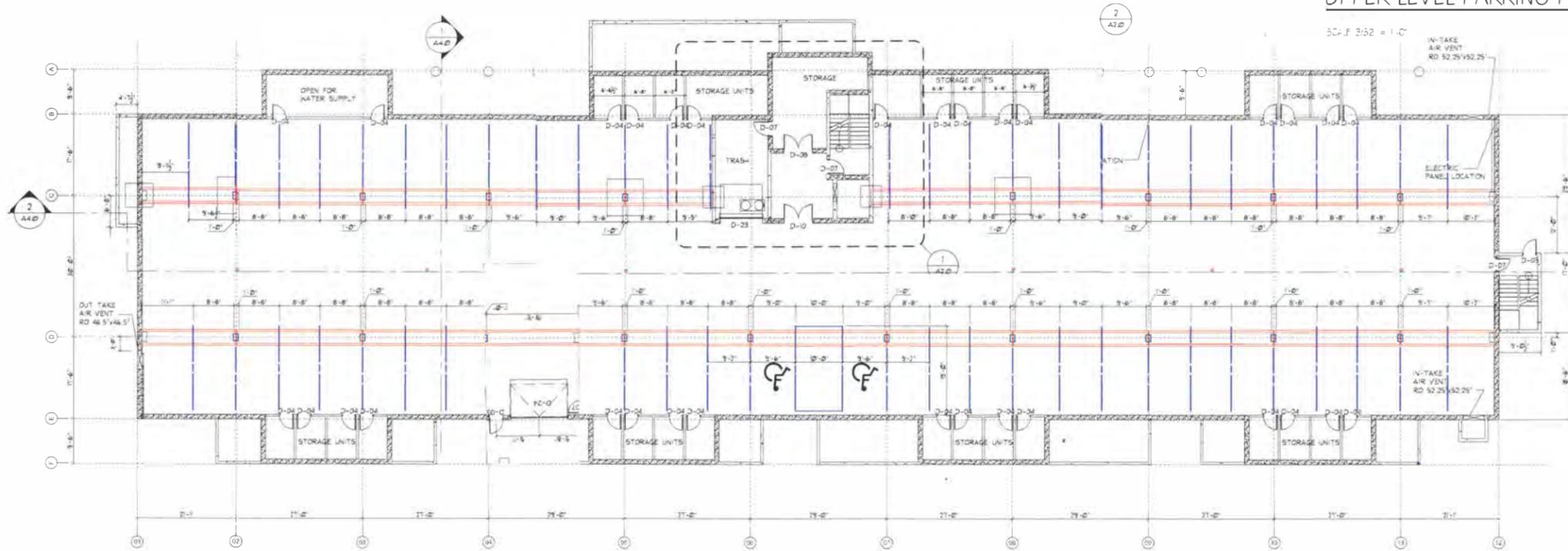
SHEET TITLE
UPPER & LOWER LEVEL PARKING PLAN

PROJECT NO. **18-5291**
DATE **11/2/18**
SCALE **AS NOTED**
CHECKED BY **JFJ**
DRAWN BY **AAM**

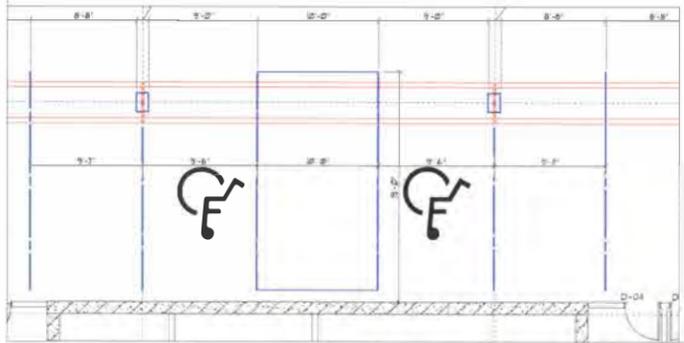
SHEET
A1.0



UPPER LEVEL PARKING PLAN



LOWER LEVEL PARKING PLAN



ADA PARKING & ACCESS

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REVISIONS

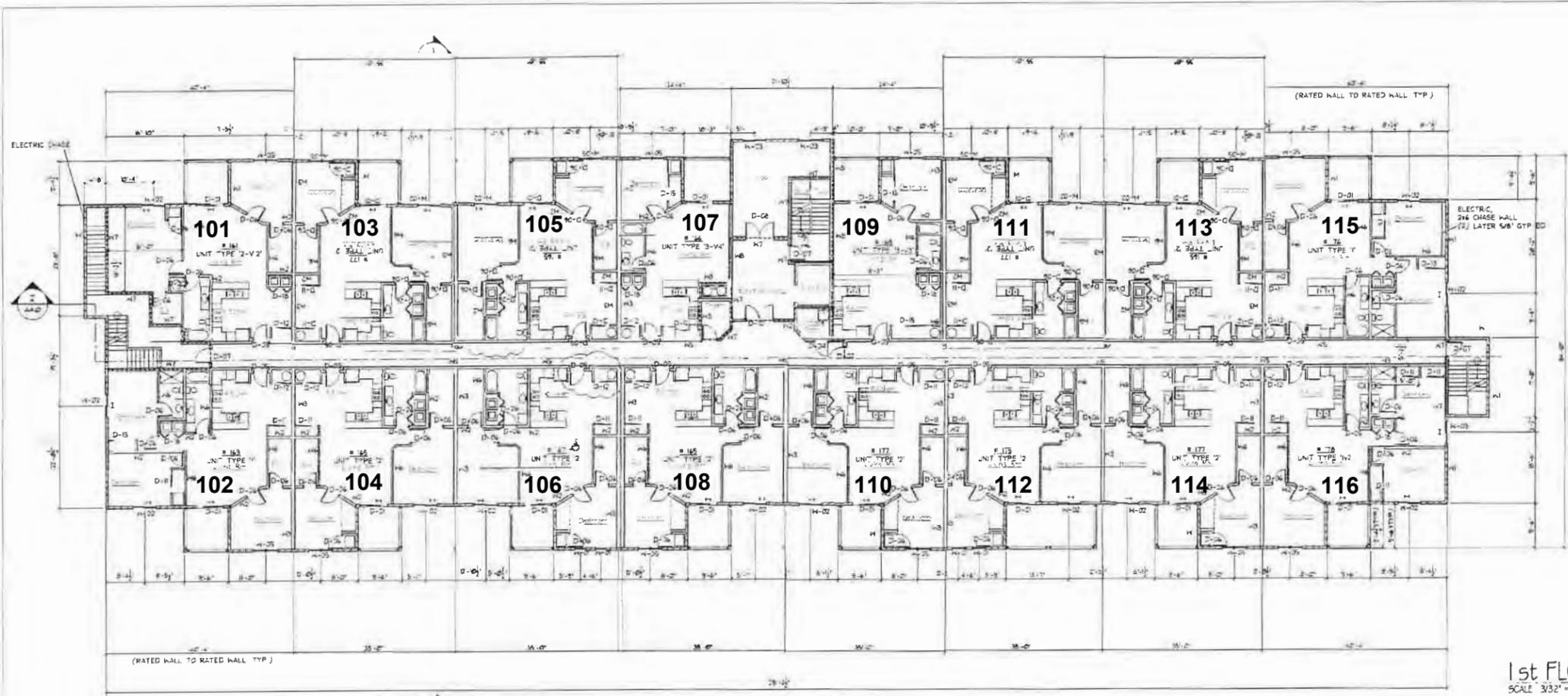
1	CODE	12/6/18
		3/20/19
		TBI rev

MAPLE CENTRE
4-story
Senior Plan

Mukwonago, WI 53149

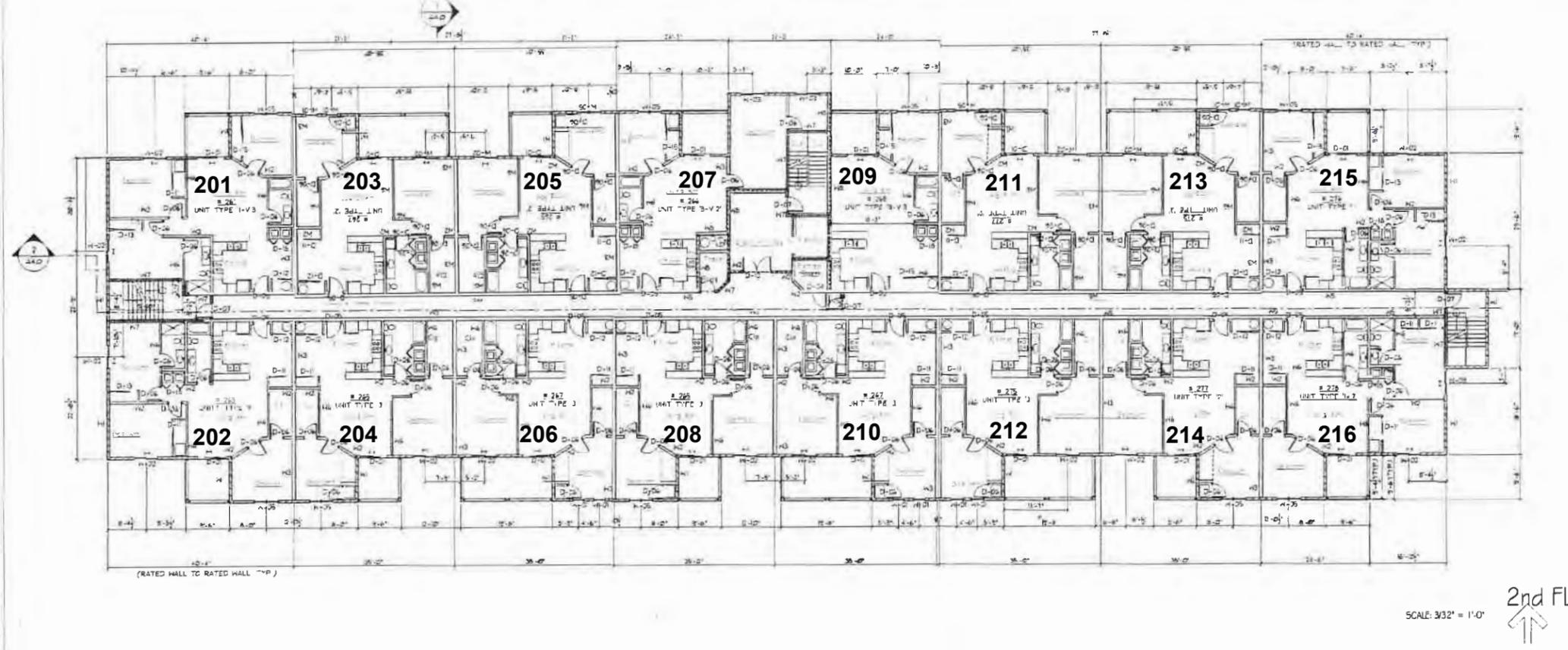
SHEET TITLE
OVERALL
1st & 2nd
FLOOR PLANS

PROJECT NO.	18-5291
DATE	11/2/18
SCALE	3/32" = 1'
CHECKED BY	JFJ
DRAWN BY	AAM
SHEET	A1.1



NOTES
UNIT TYPE 1 = 3 BEDROOMS
UNIT TYPE 2 = 2 BEDROOMS
UNIT TYPE 3 & 4 = 1 BEDROOMS
DETAILED UNIT PLANS ON A21
ADA - A
2-HR SEPARATION

1st FLOOR PLAN
SCALE: 3/32" = 1'



NOTES
UNIT TYPE 1 = 3 BEDROOMS
UNIT TYPE 2 = 3 BEDROOMS
UNIT TYPE 3 & 4 = 1 BEDROOMS
DETAILED UNIT PLANS ON A21
ADA - A
2-HR SEPARATION

2nd FLOOR PLAN
SCALE: 3/32" = 1'

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REVISIONS		
1	CODE	3/20/19 TBI rev

MAPLE CENTRE
4-story
Senior Plan

Mukwonago, WI 53149

SHEET TITLE
OVERALL
3rd FLOOR
PLAN

PROJECT NO. 18-5291

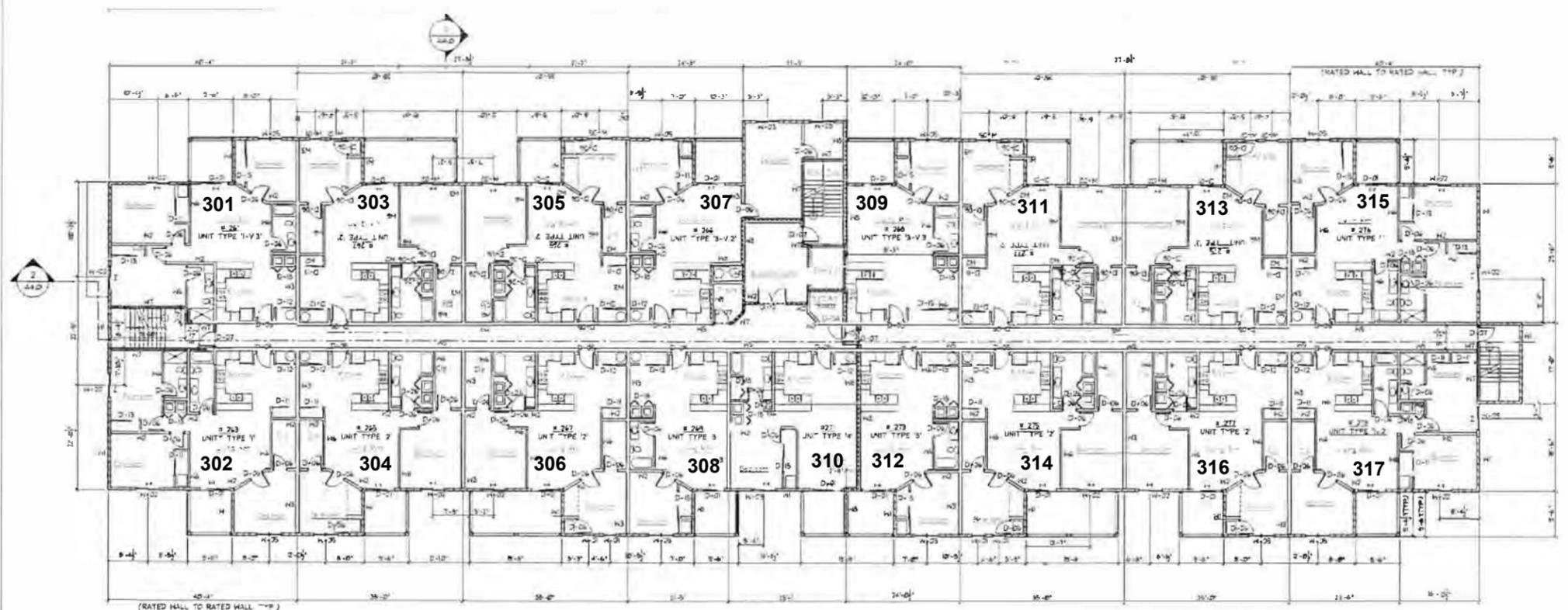
DATE 11/2/18

SCALE 3/32" = 1'

CHECKED BY JFJ

DRAWN BY AAM

SHEET **A1.15**



NOTES:
UNIT TYPE 1 - 3 BEDROOMS
UNIT TYPE 2 - 2 BEDROOMS
UNIT TYPE 3 1-1 - 1 BEDROOMS
DETAILED UNIT PLANS ON A21
ADA = A
2-WR SEPARATION

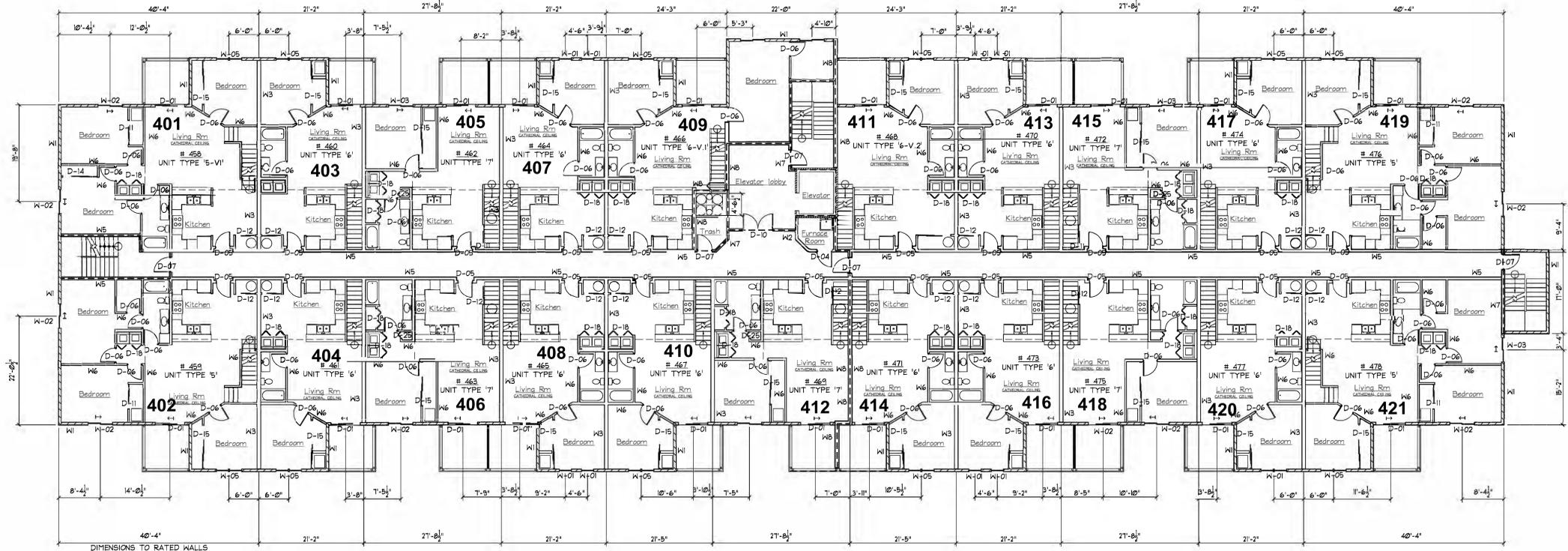
3rd FLOOR PLAN
SCALE: 3/32" = 1'-0"



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REVISIONS		
1	CODE	3/20/19
		TBI rev



NOTES:
UNIT TYPE 5 = 3 BEDROOMS + LOFT
UNIT TYPE 6 = 1 BEDROOM + LOFT
UNIT TYPE 7 = 1 BEDROOM + LOFT
DETAILED UNIT PLANS ON A2.2
VENT ALL 4TH FLOOR BEDROOMS TO MAIN SPACE WITH BACK TO BACK VENTS OR DOOR VENTS.
2HR RATED WALL - - - - -

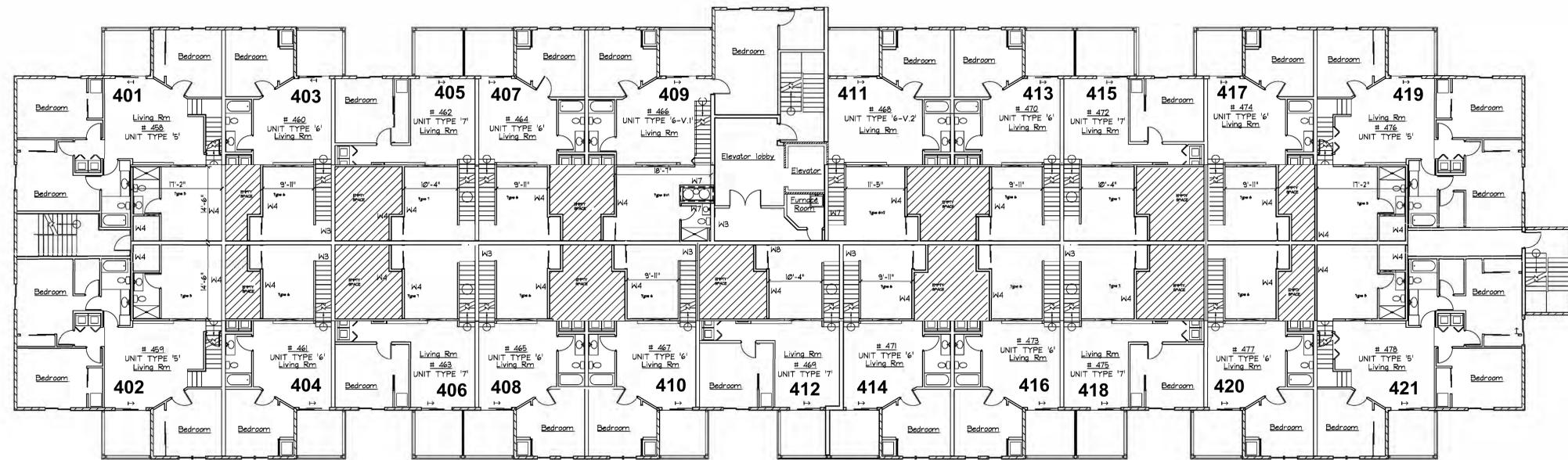
4th FLOOR PLAN
SCALE: 3/32" = 1'-0"
↑
N

MAPLE CENTRE
4-story
Senior Plan

Mukwonago, WI 53149

SHEET TITLE
OVERALL
4th & LOFT
FLOOR PLANS

NOTES:
UNIT TYPE 5 = 3 BEDROOMS + LOFT
UNIT TYPE 6 = 1 BEDROOM + LOFT
UNIT TYPE 7 = 1 BEDROOM + LOFT
DETAILED UNIT PLANS ON A2.2
VENT ALL 4TH FLOOR BEDROOM DOORS OR BACK TO BACK WALL VENTS
2HR RATED WALL - - - - -
MAINTAIN 1HR SEPARATION BETWEEN UNITS
LOFT SPACE & AREA OF OPEN SPACE BELOW, INCLUDING ROOMS VENTED TO MAIN SPACE, OCCUPANCY OF LOFT LESS THAN 10 PEOPLE.



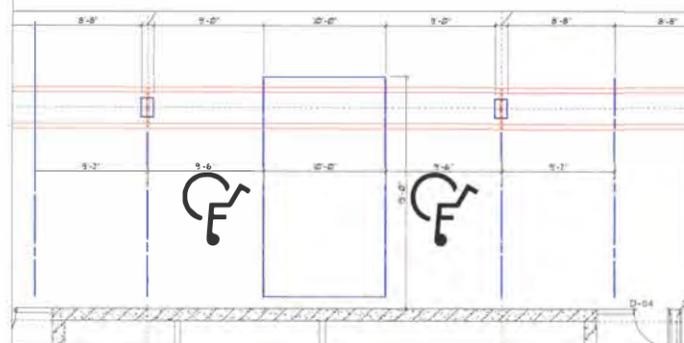
LOFT FLOOR PLAN
SCALE: 3/32" = 1'-0"
↑
N

PROJECT NO.	18-5291
DATE	11/2/18
SCALE	3/32" = 1'
CHECKED BY	JFJ
DRAWN BY	AAM
SHEET	A1.2



UNDERGROUND PARKING PLAN

SCALE: 3/32" = 1'-0"



ADA PARKING & ACCESS

SCALE: 3/16" = 1'-0"

JENDUSA
DESIGN & ENGINEERING
ARCHITECTS & ENGINEERS
4615 Vetterton Rd Ste 200
Hartland WI 53029
P262-264-6340
F866-326-1552
Wenduaeng.com

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Teronomy
DEVELOPERS • BUILDERS • REALTORS

REVISIONS
3/20/19 TBI rev

MAPLE CENTRE
3-story Plan

Mukwonago, WI 53149

SHEET TITLE
PARKING PLAN

PROJECT NO.
18-5291

DATE
11/2/18

SCALE
AS NOTED

CHECKED BY
JFJ

DRAWN BY
AAM

SHEET
A1.0

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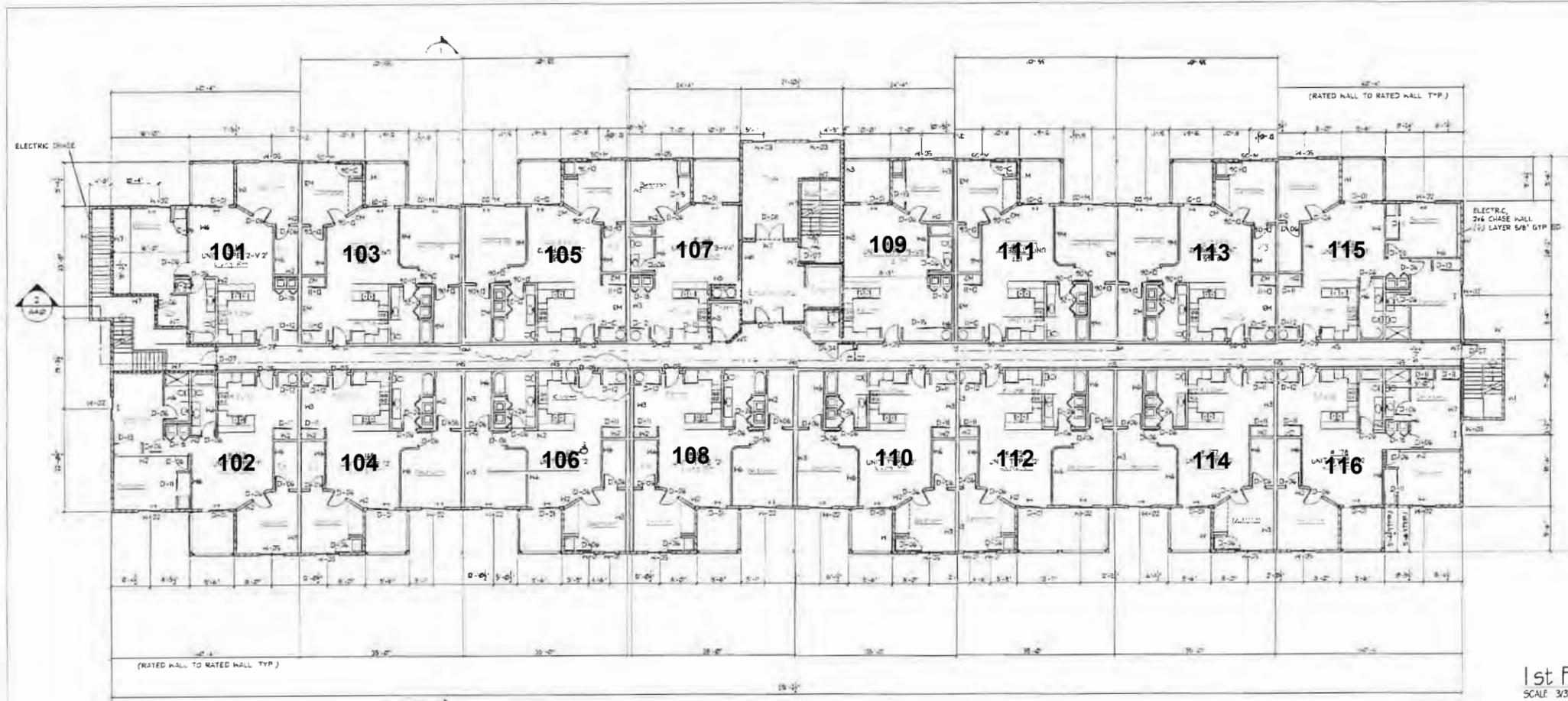


REVISIONS
1 CODE 12/6/18
3/20/19 TBI rev

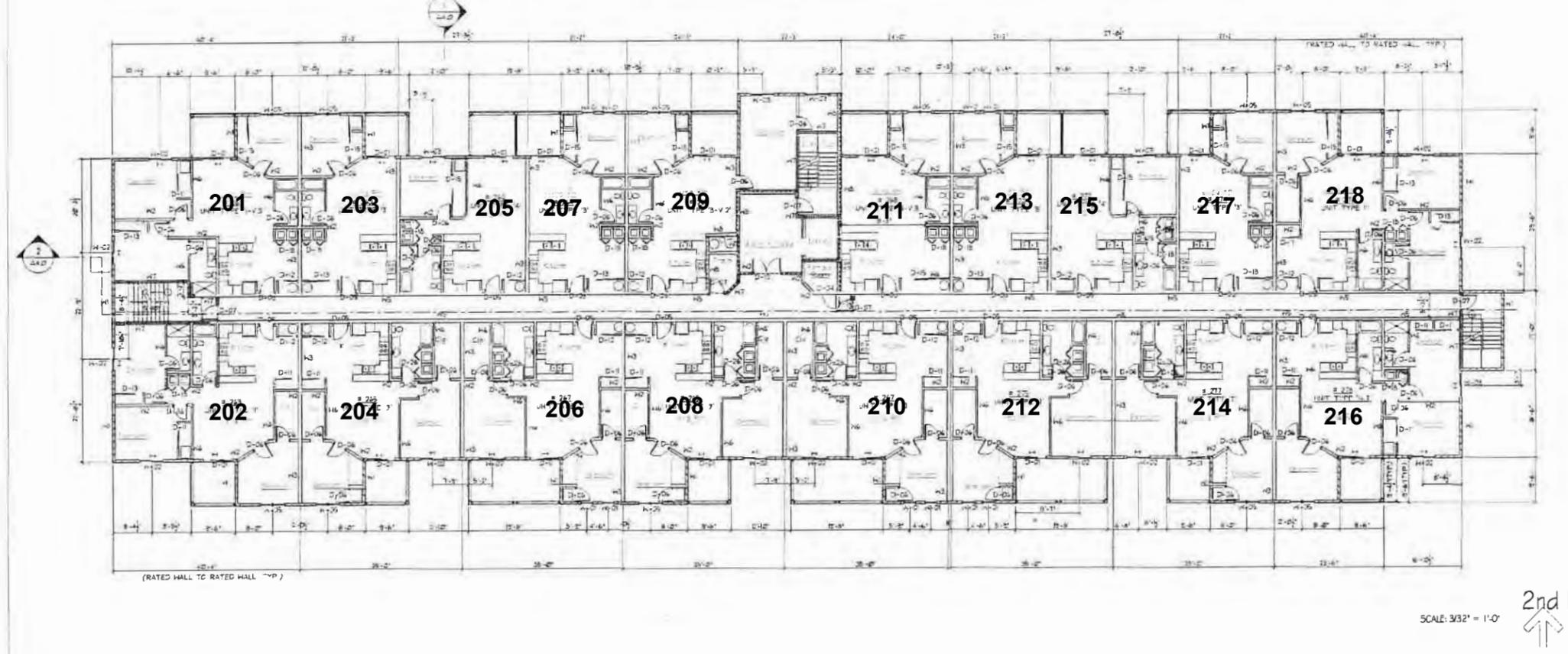
MAPLE CENTRE
3-story Plan
Mukwonago, WI 53149

SHEET TITLE
OVERALL
1st & 2nd
FLOOR PLANS

PROJECT NO. 18-5291
DATE 11/2/18
SCALE 3/32" = 1'
CHECKED BY JFJ
DRAWN BY AAM
SHEET **A1.1**



1st FLOOR PLAN
SCALE: 3/32" = 1'-0"



2nd FLOOR PLAN
SCALE: 3/32" = 1'-0"

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REVISIONS	
1	CODE 3/20/19 TBI rev

MAPLE CENTRE
3-story Plan

Mukwonago, WI 53149

SHEET TITLE
OVERALL
3rd & LOFT
FLOOR PLANS

PROJECT NO. 18-5291

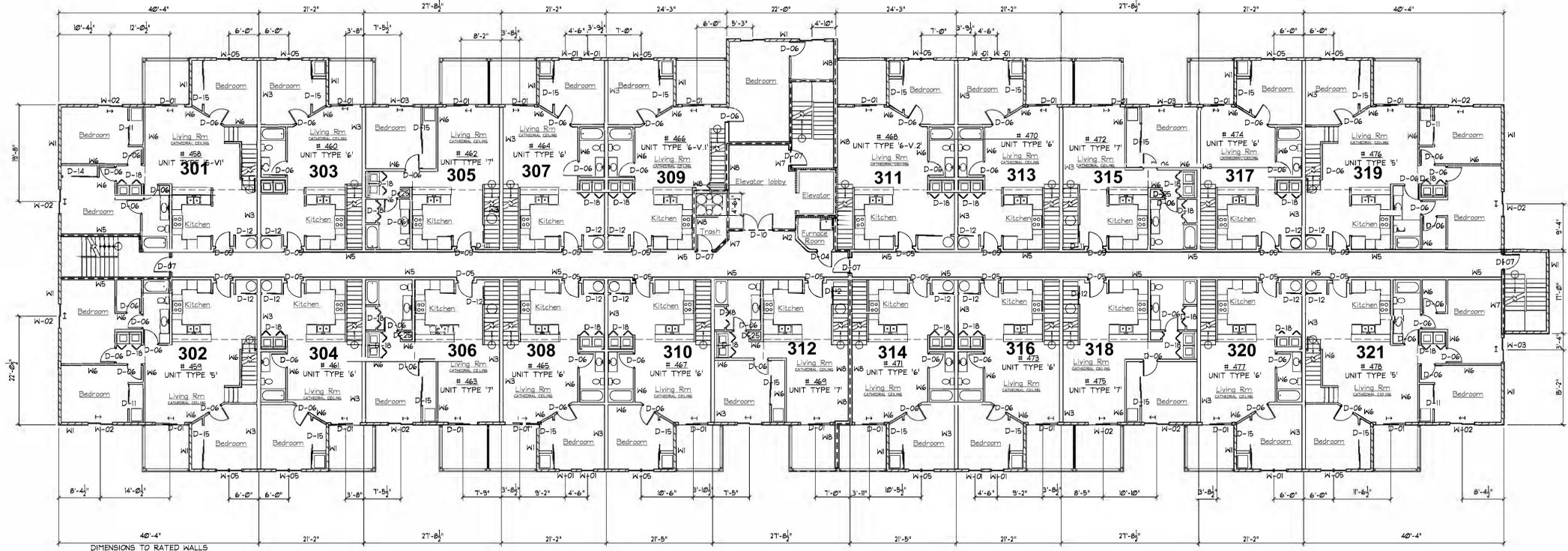
DATE 11/2/18

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CHECKED BY JFJ

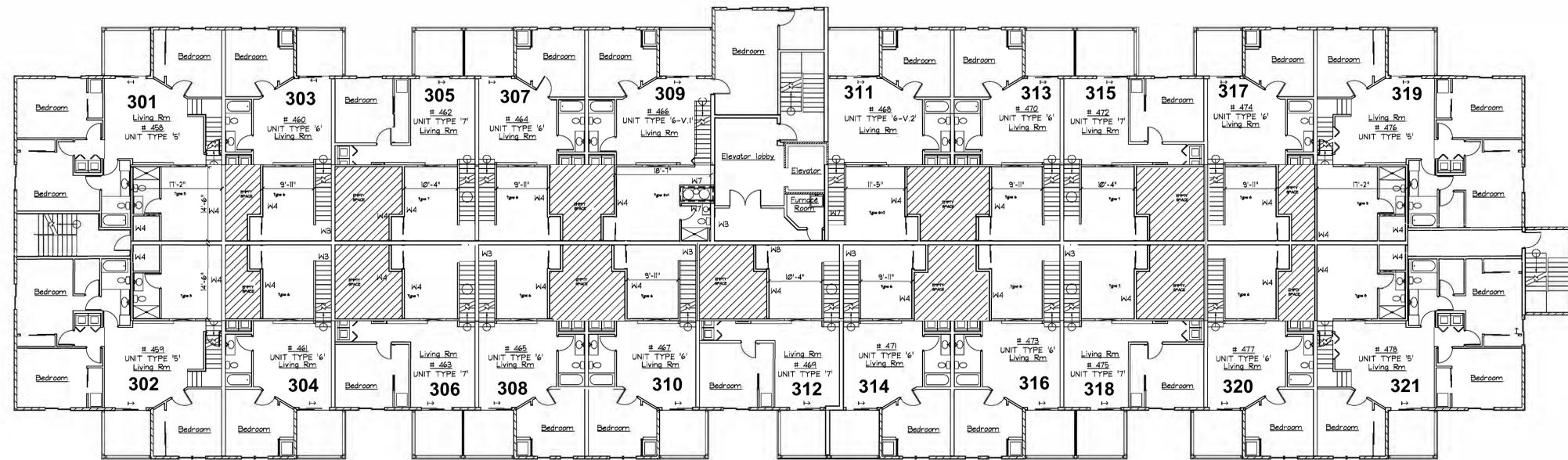
DRAWN BY AAM

SHEET **A1.2**



NOTES:
UNIT TYPE 5 = 3 BEDROOMS + LOFT
UNIT TYPE 6 = 1 BEDROOM + LOFT
UNIT TYPE 7 = 1 BEDROOM + LOFT
DETAILED UNIT PLANS ON A2.2
VENT ALL 4th FLOOR BEDROOMS TO MAIN SPACE WITH BACK TO BACK VENTS OR DOOR VENTS.
2HR RATED WALL - - - - -

3rd FLOOR PLAN
SCALE: 3/32" = 1'-0"
↑
N



NOTES:
UNIT TYPE 5 = 3 BEDROOMS + LOFT
UNIT TYPE 6 = 1 BEDROOM + LOFT
UNIT TYPE 7 = 1 BEDROOM + LOFT
DETAILED UNIT PLANS ON A2.2
VENT ALL 4th FLOOR BEDROOM DOORS OR BACK TO BACK WALL VENTS
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MAINTAIN 1HR SEPARATION BETWEEN UNITS
LOFT SPACE & AREA OF OPEN SPACE BELOW, INCLUDING ROOMS VENTED TO MAIN SPACE, OCCUPANCY OF LOFT LESS THAN 10 PEOPLE.

LOFT FLOOR PLAN
SCALE: 3/32" = 1'-0"
↑
N







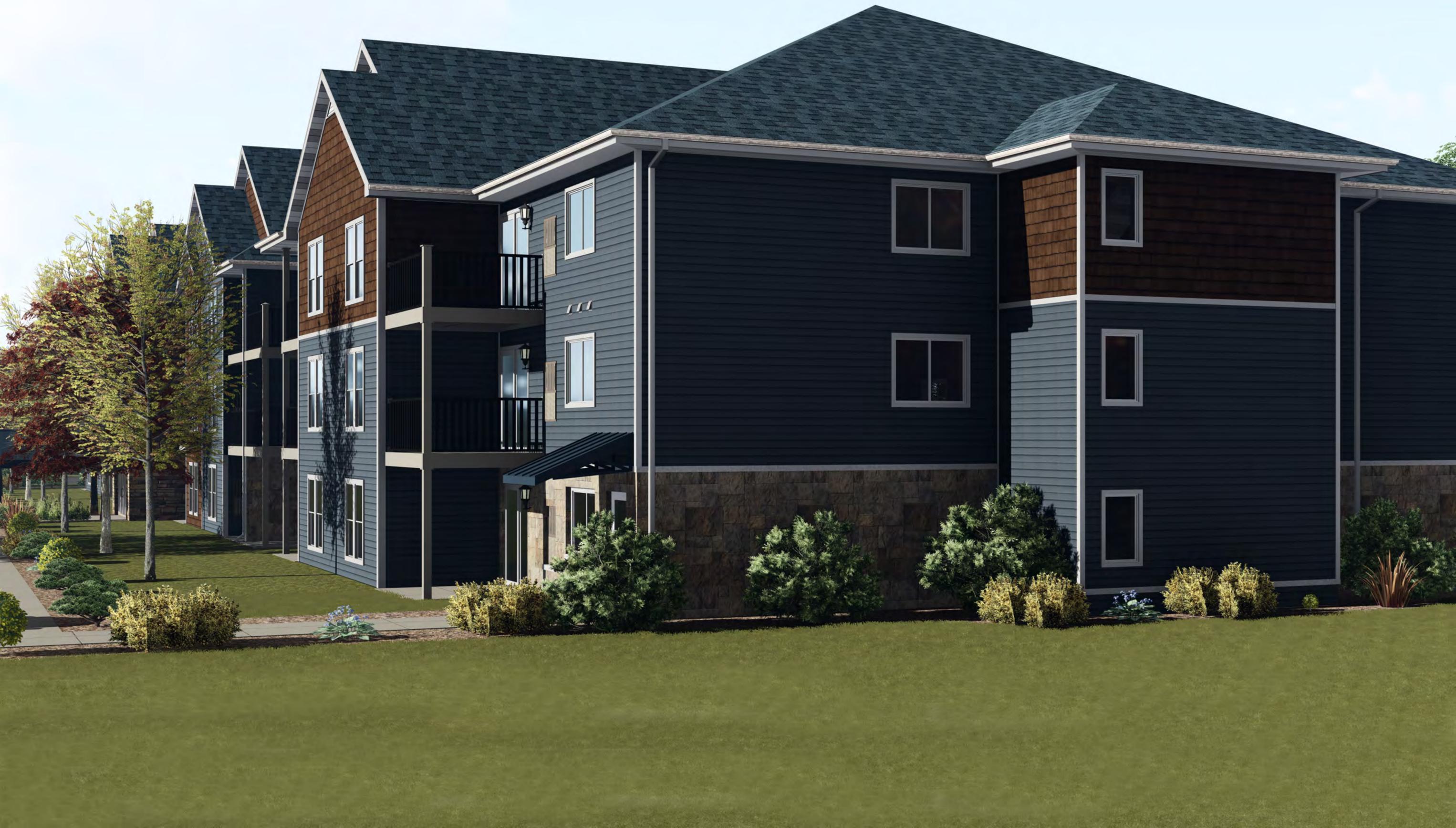






Maple Centre

Development



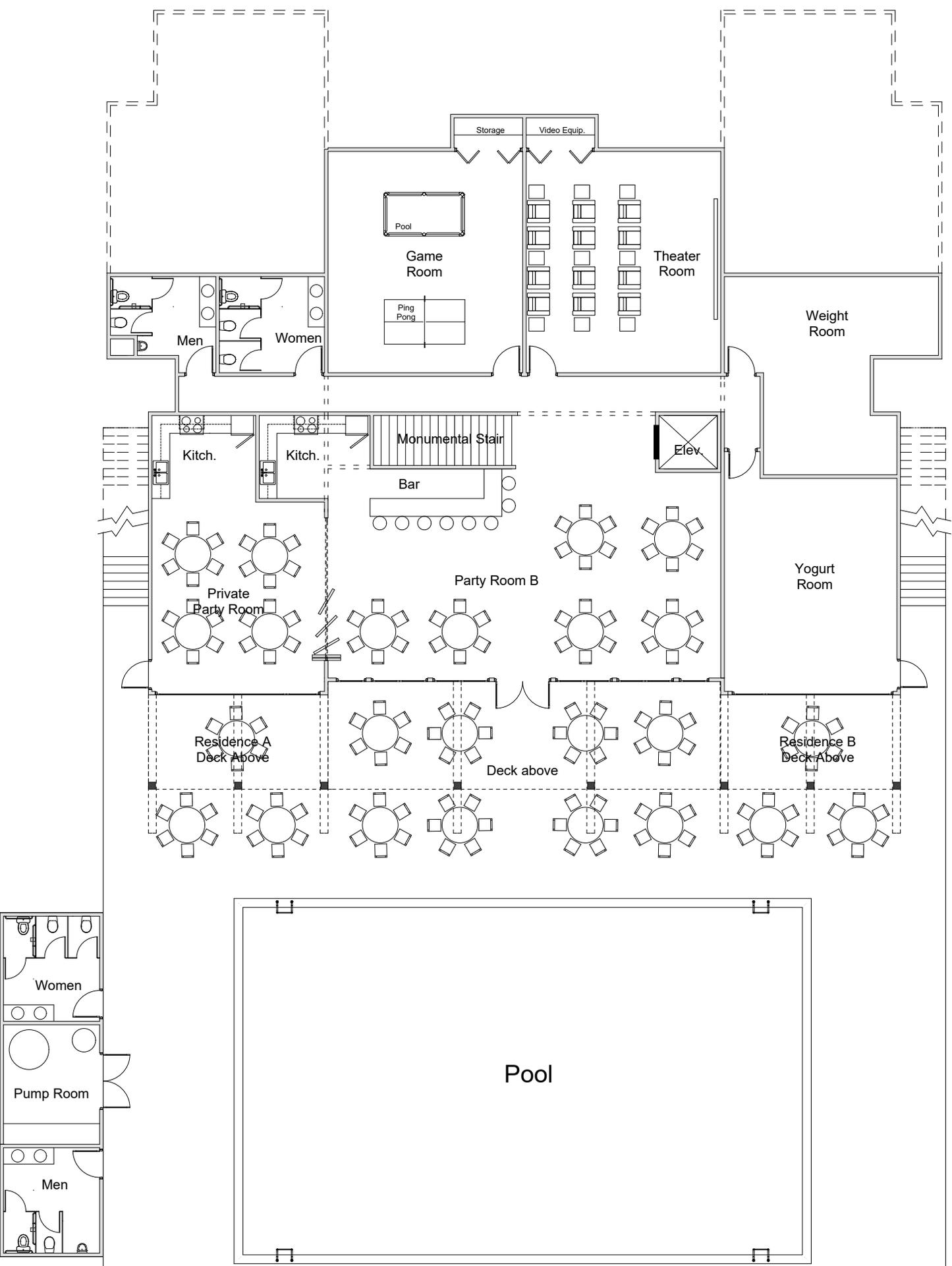




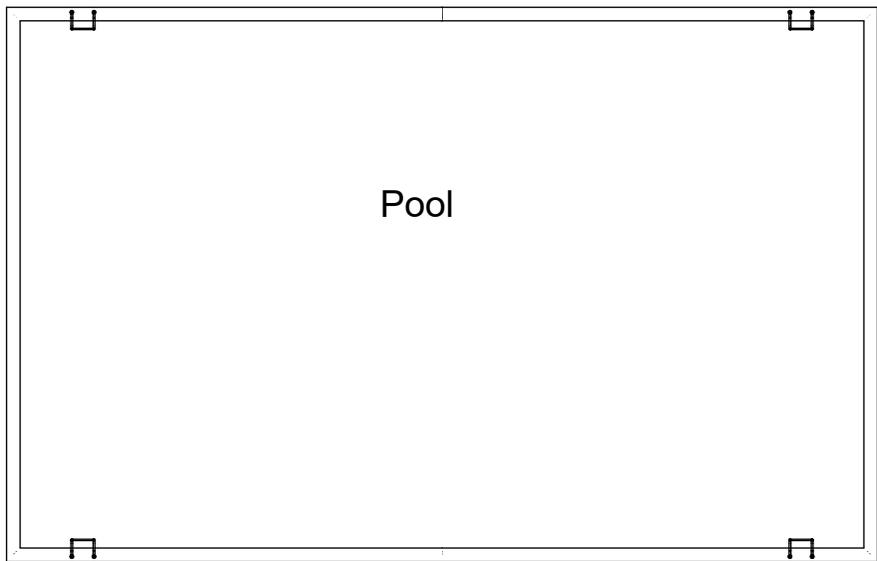
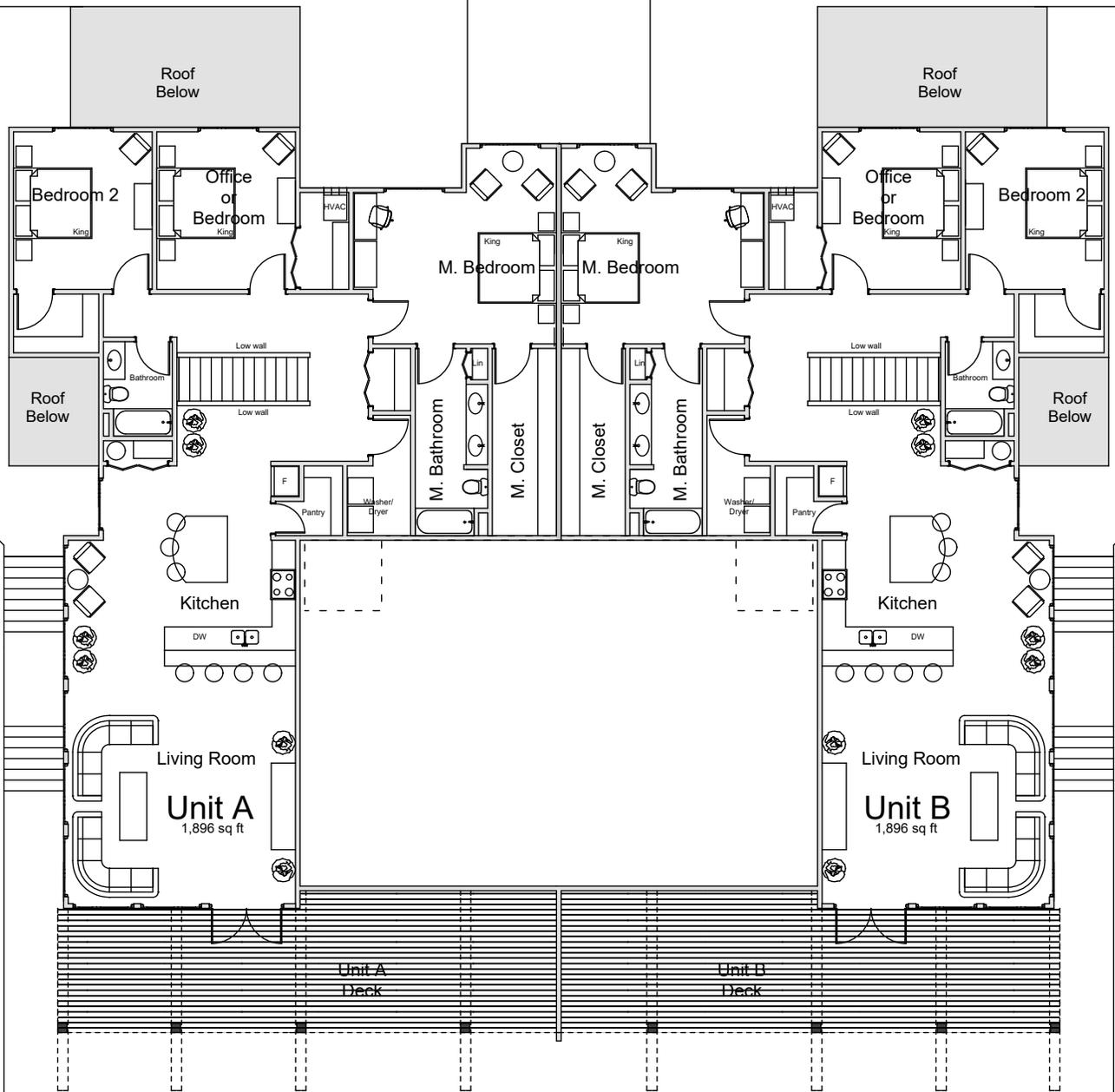








Lower Level



9-30-18
Upper Level



Village of Mukwonago

Office of the Village Planner

440 River Crest Court, Mukwonago, Wisconsin 53149
(262) 363-6420 x.2111

www.villageofmukwonago.com
planner@villageofmukwonago.com

April 3, 2019

Fred Winchowky, Village President
Village of Mukwonago
440 River Crest Court
Mukwonago, WI 53149

Re: Town of Vernon Comprehensive Plan Amendment

Dear President Winchowky and Members of the Plan Commission:

The Village received notice from Town of Vernon Clerk Karen Schuh that the Town will hold a public hearing on April 17, 2019 to take public comment regarding an amendment to the Town's Comprehensive Plan. Attached please find the public hearing notice, along with a two-page written description of the amendment and the Town's Land Use Plan Map with highlighted revisions. The current Town plan map is also attached.

The proposed amendment focuses upon two main points. The first point is changing two residential land use categories to match the titles and density levels listed in the Waukesha County plan, since the Town zoning is administered by the County. The Town's current Medium Density Residential category (32,670 square feet to 1.49 acres per dwelling unit) would change to Low Density (20,000 square feet to 1.49 acres per dwelling unit), essentially allowing one-half acre lots instead of three-quarter acre lots. The current Low Density category would change to Suburban Density, with 1.5 acre per dwelling unit to 4.99 acre per dwelling unit remaining the same.

The second point is the change in land use designations of specific properties surrounding the Village of Big Bend, resulting in either more business/industrial property or allowing higher single-family density. The properties with the proposed change in planned land use are outlined with a red dotted line on the attached February 2019 Draft Amendments map.

The proposed amendments do not appear to have any impact on any properties likely to be annexed into the Village in the foreseeable future. Consistency between the Town and County land use categories is appropriate.

However, I did notice two conflicting matters that are not part of the proposed amendment. The non-environmental portion of the Heaven City property is all designated as commercial. You will recall the Village recently approved an extraterritorial Certified Survey Map (CSM) for the site creating three north end single family lots. Therefore, approval of the CSM is in conflict with the Town's plan, although conforming to the Village Comprehensive Plan. In another notice received from the Town Clerk, the previously approved CSM has been revised to create two one-acre lots; therefore, the CSM will need to return to the Village for re-approval. In addition, the notice includes rezoning of the two-lots from A-2 Rural Home District to R-1 Residential District. According to State Comprehensive Planning Law, the rezoning cannot take place unless the planned land use designation is amended.

The second conflict involves the former Edgewood Golf Course site along Edgewood Avenue, owned by Craig Hein. The portion of the site within the Town (the other portion is in the Village) is designated as recreational. The par-3 course and driving range has been closed for at least 12 years. I recall informing County planners of that fact



Village of Mukwonago

Office of the Village Planner

440 River Crest Court, Mukwonago, Wisconsin 53149
(262) 363-6420 x.2111

www.villageofmukwonago.com
planner@villageofmukwonago.com

during an update of the Town's plan that was adopted in 2012. The Village designates the site as a combination of medium density and low density multi-family.

Recommendation

In the interest of intergovernmental cooperation, I request a motion to direct me to notify the Town Clerk of the Village Plan Commission's support of the amendment. If the Plan Commission concurs, I will contact the Town Clerk in separate correspondence about the conflicts as noted above.

If any questions arise, please feel free to contact me.

Sincerely,

Bruce S. Kaniewski, AICP
Village Planner/Zoning Administrator

**NOTICE OF PUBLIC HEARING
AMENDMENT AND UPDATE TO THE TOWN OF
VERNON SMART GROWTH COMPREHENSIVE PLAN**

Please take notice that a public hearing will be held on a proposed amendment and update to the Town of Vernon Smart Growth Comprehensive Plan. The public hearing will be held on the same jointly by the Town Board and Plan Commission on April 17, 2019 at 7:00 p.m. at the Town Hall, W249 S8910 Center Drive, Vernon, WI 53103. The proposed amendment is intended to update the Comprehensive Plan Planned Land Use Map and accompanying text to update Environmental Corridor mapping, reflect changes in existing land use patterns, and provide consistency with adjacent Village planning and County plan categories. Copies of the proposed amendment are available for review at the Town Hall by appointment by contacting the Town Clerk, by mail at the address indicated below, by phone at 262-662-2039, or by email at clerk@townofvernon.org. A copy of the proposed amendment is also available on the Town website at www.townofvernon.org. The public is invited to speak on the proposed amendment at the Public Hearing. Written comments may be submitted prior to or at the public hearing. Any questions, written comments, or requests for a copy of the proposed amendment should be directed to Clerk Karen Schuh at the Vernon Town Hall, W249S8910 Center Drive, Big Bend, WI 53103, (262) 662-2039. Written comments will be given the same weight as oral testimony and be part of the public record. The Plan Commission and Town Board will review the comments received prior to adoption of the plan update. Dated the 18 day of March 2019. All interested parties will be heard.

Karen L. Schuh, Clerk
Town of Vernon
W249 S8910 Center Drive
Big Bend, WI 53103
262-662-2039

Legal Notice to be published in the
Waukesha Freeman on
Monday March 18, 2019 and Wednesday, April 10, 2019

Posted on March 18, 2019

2019 UPDATE

In early 2019, the Town of Vernon recognized a need to re-evaluate planned land use in areas primarily surrounding the Village of Big Bend in order to:

- Update land use mapping based on recent annexations and environmental corridor mapping;
- Provide consistency with the density ranges within the Village of Big Bend Land Use Plan for adjacent areas within the Town of Vernon;
- Plan growth and allow increased density where it makes sense: near the Village boundary following context of established development patterns; and
- Match Waukesha County’s planned residential district naming and density ranges for Town-wide for consistency and simplicity.

The Town of Vernon worked closely with Waukesha County staff to evaluate land uses surrounding the Village of Big Bend to prepare proposed amendments to the Planned Land Use Map including updates to the residential district names and densities. An open house, following direct mailing to residents was held on March 13, 2019 at the Town Hall to discuss the proposed changes with a public hearing following on April 17, 2019. The following table illustrates the changes to the Town Land Use Classifications based on the County Classifications:

County	Town (Previous)	Town (Current)
Low Density Residential (20,000 SF to 1.49 AC/DU)	Medium Density Residential (32,670 SF to 1.49 AC/DU)	Low Density (20,000 SF to 1.49 AC/DU)
Suburban Density I & II (1.5 DU/AC to 4.99 AC/DU)	Low Density (1.5 to 4.99 AC/DU)	Suburban Density (1.5 to 4.99 AC/DU)
Rural Residential (5+ AC/DU)	Rural Residential (5+ AC/DU)	Rural Residential (5+ AC/DU)

Table 30: Town of Vernon Land Use Classification Updates

The density change to the upper limit of the Low Density Residential Classification (previously named Medium Density Residential) from 32,670 SF (0.75 AC) to 20,000 SF now matches the same Waukesha County classification. The vast majority of the classification applies to already developed subdivisions and neighborhoods where further land divisions aren’t possible, but it will provide flexibility for land divisions in locations where the density is compatible with surrounding development. All land divisions, rezonings and proposed development based on the Plan will be carefully reviewed for context and compatibility and lot sizes will ultimately depend on sanitary sewer approval by Waukesha County.

In addition, small expansions of Commercial areas and Residential-Business Transition areas are planned where compatible with surroundings and proper transportation access exists including National Ave and STH 164. Residential-Business transition areas allow limited commercial development near existing residential where development will be carefully reviewed for compatibility. A larger Mixed Business Park area (150+ acres) is planned on east side of the town (south of Forest Home Ave) between the Village of Big Bend and City of Muskego, although it is likely that not all of the areas is developable due to soil/groundwater issues.

This provides a large site for an economic development opportunity to the benefit of the Town and Waukesha County as a whole. Any development on this site will be carefully reviewed to ensure proper buffers and compatibility with nearby residential areas.

The Town recognizes that a more comprehensive update to all elements of the Comprehensive Plan is warranted in the future to plan for the year 2050 horizon.

Town Land Use Classification	Total Acres
Rural Residential (5 acre)	5,037.7
Suburban Density Residential (Previously named Low Density Residential)	1,185.7
Low Density Residential (Previously named Medium Density Residential)	3,189.9
Commercial	176.6
Mixed Business Park Uses	208.5
Residential Business Transition	138.2
Recreational	677.1
Educational & Institutional	502.3
Environmentally Sensitive Area	7,819.7
Rights-of-Way	908.9
	19,844.6

Table 31: Town of Vernon 2026 Planned Land Use (2019 Update)

MAP 14
LAND USE PLAN MAP
DRAFT AMENDMENTS
FEBRUARY 2019

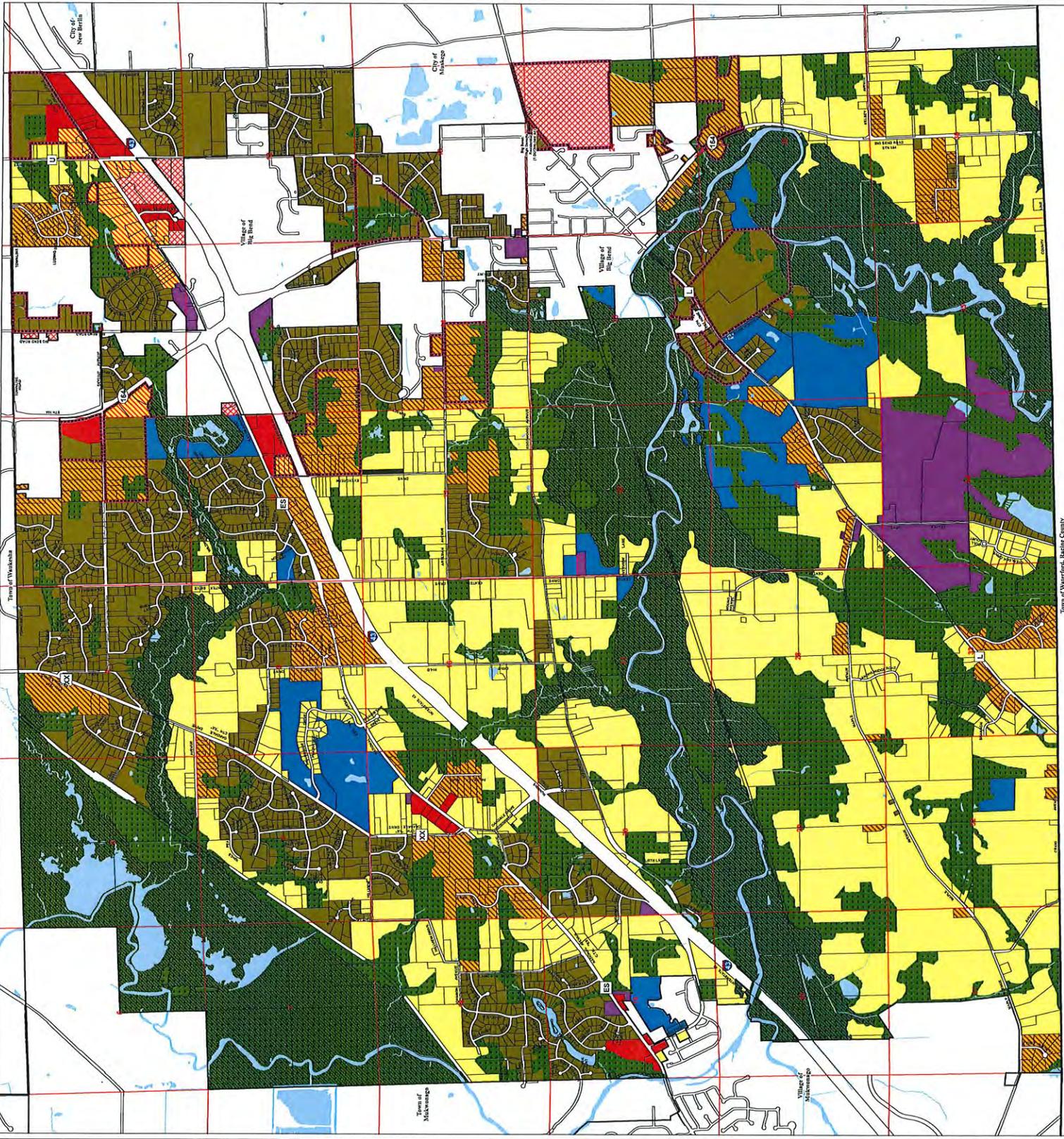
Ordinance: 2012-02
 Signed March 03, 2012

Town of Vernon
 Waaukesha County,
 Wisconsin



- Planned Land Use**
- Commercial
 - Mixed Business Park Uses
 - Residential-Business Transition Area
 - Low Density Residential (20,000 SF to 40,000 SF per DU) (Previously Named "Medium Density" Previously 6.75 AC to 4.49 AC)
 - Suburban Density Residential (1.5 AC to 4.9 AC per DU) (Previously Named "Low Density")
 - Rural Residential (5+ AC per DU)
 - Educational
 - Recreational
 - Environmentally Sensitive Areas
- Proposed Map Amendment Areas - Showing Proposed Land Uses**
- Municipal Boundaries
 - Parcels & Rights-of-Way
 - Section Lines
 - Surface Water
 - 100-Year Floodplain (FEMA)

This document is subject to public review and comment. It is intended to be used as a guide. This drawing is a compilation of various information and data used for reference purposes only.
 Source: Waaukesha County
 Environmentally Sensitive Area: DEC/SPC (1/1/04, 2009)



Town of Waaukesha

Town of Milwaukee

Village of Milwaukee

Village of Hillside

City of New Berlin

City of Wauwatosa

Town of Waterford, Racine County

MAP 14
LAND USE MAP

Ordinance: 2012-02
Signed March 05, 2012

Town of Vernon
Waushara County,
Wisconsin



Legend

Land Use

- Prime Residential - 5 Acre
- Low Density Residential - 1.5 to 4.9 Acre
- Medium Density Residential - 0.25 to 1.4 Acre
- Neighborhood Center
- Shopping Center Uses
- Regional Business Center
- Neighborhood Business Transition Area
- Recreational
- Educational, Institutional, and Utility
- Environmentally Sensitive Area

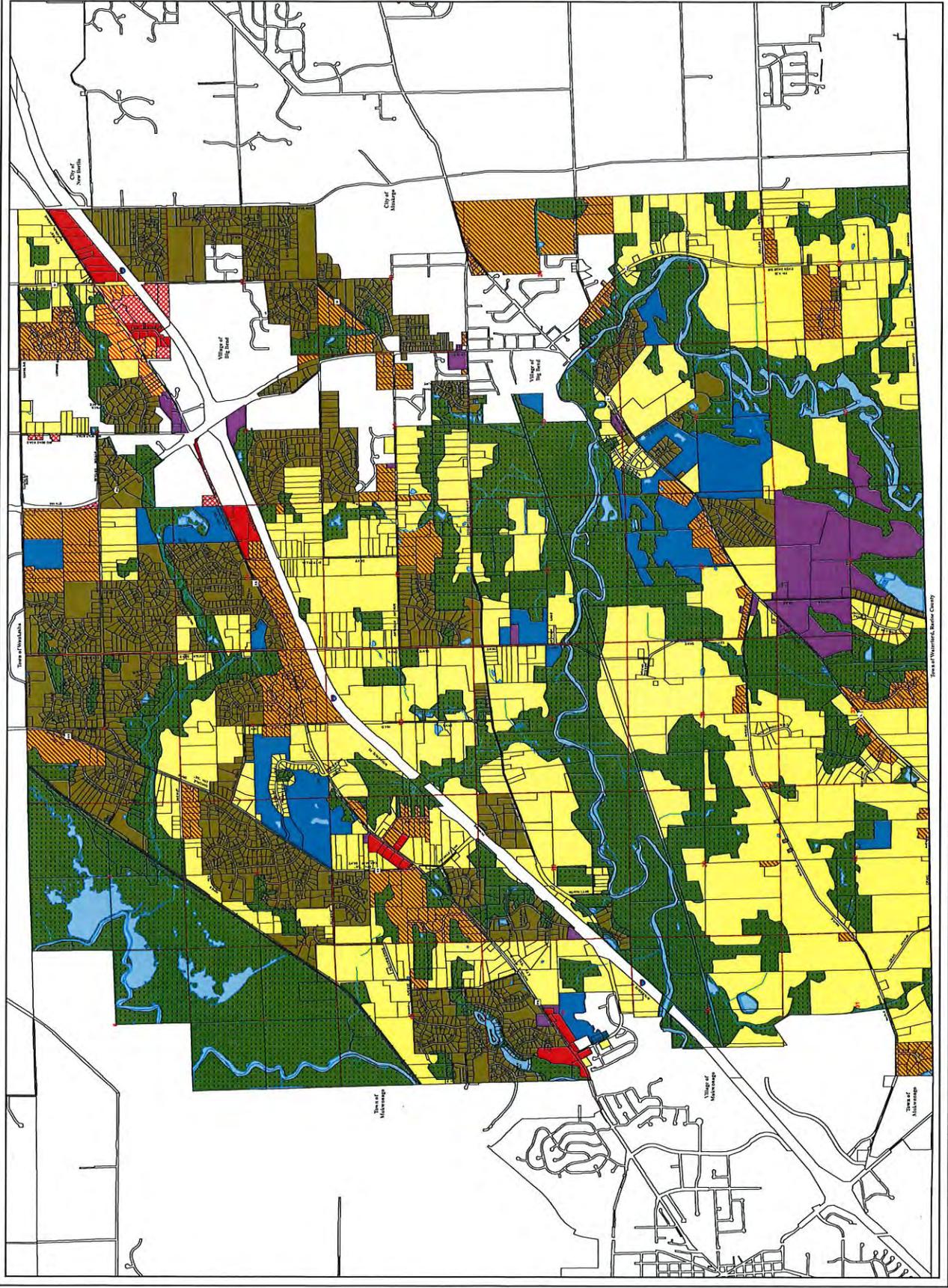
Land Banks

- Old Division Boundary
- Forest Land Use
- Lake, Ponds, etc.
- River, Stream, Creek, etc.
- Railroad

This drawing is a plan of a public improvement project and is not a survey and is not to be used for any other purpose. It is not to be construed as a warranty, representation, or guarantee of any kind.

Source: Waushara County
Environmental Services Dept. (CESD) (1/2012)

Foth



Town of Vernon, Waushara County